ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

****

Cap. clviii.

An Act for making a Railway from the *Sutton* Station of the *Croydon and Epsom* Branch of the *London, Brighton, and South Coast* Railway to *Banstead* and *Epsom Downs* in the County of *Surrey*. [17th *July* 1862.]

WHEREAS the making of a Railway, with proper Works and Conveniences, from the *Sutton* Station of the *Croydon and Epsom* Branch of the *London, Brighton, and South Coast* Railway to *Banstead* and *Epsom Downs* in the County of *Surrey* would be of great local and public Advantage: And whereas the Persons herein-after named, together with other Persons, are willing, at their own Expense, to carry such Undertaking into execution; but these Purposes cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted: and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

1. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts

8 & 9 Vict. cc. 16., 18., and 20. and

23 & 24 Vict. c. 106. incorporated.

Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," shall, save as to such of the Provisions thereof (if any) as may be expressly repealed or altered by this Act, be incorporated with and form Part of this Act.

Short Title.

2. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Banstead and Epsom Downs* Railway Act, 1862."

Incorporation of Company.

3. *Ralph Walters*, *John George Parker*, *Pearce Rogers Nesbitt*, *Alexander Beattie*, *Cooke Baines*, *Thomas Gregory*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway herein-before and herein-after more particularly described, with proper Works and Conveniences belonging thereto, according to the Provisions of this Act and of the Acts incorporated herewith, and for other the Purposes herein and in the said Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Banstead and Epsom Downs* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the said recited Acts contained.

Capital and Amount of Shares.

4. The Capital of the Company shall be Eighty-five thousand Pounds, divided into Eight thousand five hundred Shares, and the Amount of each Share shall be Ten Pounds.

Calls.

5. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Six Pounds shall be the utmost aggregate Amount of Calls that may be made in One Year upon any Share, and Two Months at the least shall be the Interval between successive Calls.

Power to borrow Money.

6. It shall be lawful for the Company to borrow on Mortgage any Sums not exceeding in the whole the Sum of Twenty-eight thousand three hundred Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Eighty-five thousand Pounds shall have been subscribed for, and One Half shall have been actually paid up, and the Company shall have proved to the Justice who is to certify, under the Fortieth Section of the "Companies Clauses Consolidation Act, 1845," that the whole of the Capital has been subscribed for *bonâ fide*, and is held by the Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

7. All

Application of Monies.

7. All and every Part of the Monies by this Act authorized to be raised by the Company by Shares and by borrowing respectively shall be applied only to the Purposes of this Act.

Arrears to be enforced by the Appointment of Receiver.

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

Company may make Working Arrangements with the London, Brighton, and South Coast Railway Company.

9. It shall be lawful for the Company to enter into any Contract or Agreement with the *London, Brighton, and South Coast* Railway Company for the Passage over or along the Railways of such last-mentioned Company of any Engines, Waggons, or other Carriages belonging to the Company, upon such Terms and Conditions, and on Payment of such Tolls, Rates, and Charges in respect thereof, as may be agreed upon between them, and also for the Conduct, Management, Use, or working of the Railway by this Act authorized by the before-mentioned Company.

Duration of Agreement to be approved by Board of Trade.

10. Any such Agreement shall not be for more than Ten Years, and no such Agreement shall have any Operation until the same shall have been approved by the Board of Trade; and no such Agreement as aforesaid shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the said Companies shall for the Time being be respectively authorized and entitled to demand and receive from any Person or Persons or any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the said Agreement may relate, upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been in case no such Agreement had been entered into: Provided always, that the said Board shall not approve such Agreement without being satisfied that the same has been duly assented to by the Shareholders of the said *London, Brighton, and South Coast* Railway Company in Special Meeting assembled for that Purpose as herein-after required.

Agreements not to affect Persons not Parties thereto.

Agreement may be renewed with the Approval of the Board of Trade.

11. At the Expiration of the said Agreement or of any future Agreement the said Companies, with the Consent in Special Meeting of the Shareholders of such last-mentioned Company as herein-after required, (and subject to the Approval of the Board of Trade,) may from Time to Time enter into an Agreement, for not more than Ten Years from the Expiration of the preceding Agreement, for all or any of the Purposes aforesaid.

12. Before

Public Notice to be given of the Intention to enter into Agreements.

12. Before such Companies shall enter into any such further Agreement as aforesaid they shall give Notice of their Intention to enter into such Agreement by Advertisement, in a Form to be approved of by the Board of Trade, inserted once in each of Two successive Weeks in some Newspaper published or circulating in each County in which any Part of the Railway to which such proposed Agreement relates is situated; and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade; and no such Agreement shall be valid at Law or in Equity until the same shall have been approved of by the said Board.

Agreement inoperative until approved by Board of Trade.

During the Continuance of Agreement the London, Brighton, and South Coast Railway considered as Part of Railway.

13. During the Continuance of any Agreement entered into under the Authority of this Act the Two Railways shall, for the Purposes of Tolls and Charges, be considered One Railway; and in estimating the Amount of Tolls or Charges in respect of Traffic conveyed partly on the Railway of the *London, Brighton, and South Coast* Railway Company, and partly on the Railway of the Company, for a less Distance than Four Miles, Tolls and Charges may only be charged as for Four Miles, and for each Mile or Fraction of a Mile beyond Four Miles as for One Mile only.

Working Arrangements to be approved by Shareholders.

14. None of the Agreements herein authorized to be entered into between the Company and the *London, Brighton, and South Coast* Railway Company shall have any Operation or Effect unless and until the Contracts or Arrangements intended to be made for such Purposes respectively shall have been submitted to and approved by a Majority consisting of not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Meeting of the Companies, Parties thereto, specially convened for that Purpose.

Meeting how to be convened.

15. Such Meeting shall be called by Advertisement inserted once at least in Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper of the County in which the principal Office of each Company, Party to such Contract or Arrangement, is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting of the Company, and also by a Circular addressed to each Shareholder entitled to vote at Meetings of the Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

First General Meeting.

16. The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act.

17. The

Number and Qualification of Directors.

17. The Number of Directors of the said Company shall be Six, and the Qualification of a Director shall be the Possession in his own Right of Ten Shares in the Undertaking.

Power to vary Number of Directors.

18. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that the reduced Number be not less than Three.

First Directors.

19. *Ralph Walters*, *John George Parker*, *Pearce Rogers Nesbitt*, *Alexander Beattie*, *Cooke Baines*, and *Thomas Gregory* shall be the First Directors of the Company.

Election of future Directors.

20. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the corresponding Ordinary Meeting to be held in the next and every Year thereafter the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office by Rotation agreeably to the Provisions in the said "Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified, nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said "Companies Clauses Consolidatiou Act, 1845."

Quorum.

21. The Quorum of a Meeting of Directors shall be Three.

Newspapers for Insertion of Advertisements.

22. The Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall be One Newspaper published in *London* and One Newspaper published and circulated in the County of *Surrey*.

Railway to be made according to deposited Plans.

23. And whereas Plans and Sections of the said intended Railway showing the Line and Levels thereof, and also Books of Reference to such Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands through which the said Railway is intended to pass, have been deposited with the Clerk of the Peace for the County of *Surrey* in the Month of *November* One thousand eight hundred and sixty-one: Therefore, subject to the Provisions in this and the said incorporated Acts contained, and to the Powers of Deviation given by such Acts, it shall be lawful for the Company to make

and maintain the said Railway and Works in the Line and upon the Lands delineated upon the Plans, and described in the Books of Reference, and according to the Levels shown on the said Sections, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Line of Railway.

24. It shall be lawful for the Company to make and maintain the Railway following; (that is to say,)

A Railway commencing in the Parish of *Sutton* in the County of *Surrey* by a Junction with the Line of the *Croydon and Epsom* Branch of the *London, Brighton, and South Coast* Railway at a Point about Eight Chains Eastward of the Eastern Face of the Parapet of the Bridge which carries the *Reigate* Turnpike Road over the said *Croydon and Epsom* Branch of the said *London, Brighton, and South Coast* Railway near *Sutton* Station in the said Parish of *Sutton*, and terminating at a Point about One Yard South-east of the Gate opening from *Epsom Downs* into a Field, the Property of Mr. *Gadsden*, in the Occupation of Mr. *Thomas Coote*, and Part of *Longdown* Farm, situate in the Parish of *Ewell* in the County of *Surrey*, and which said Field is bounded on its Southern Side by a public Road leading on to *Epsom Downs*, by the Finger Post on *Epsom Downs* near *Buckles Gap*, together with all proper Stations, Depôts, Works, Approaches, and Conveniences connected therewith, which said intended Railway and other Works will be made in, and pass from, in, through, or into the several Parishes, extra-parochial and other Places following, or some of them; that is to say, *Sutton*, *Cheam*, *Banstead*, *Cuddington*, and *Ewell*, all in the County of *Surrey*.

Provisions for Junctions of Railway with London, Brighton, and South Coast Railway.

25. No Junction of the said Railway with the *London, Brighton, and South Coast* Railway (herein-after called the *Brighton* Railway) shall be made, nor shall the Company for the Purposes of their Railway take, use, enter upon, or interfere with any of the Lands or Works of the *London, Brighton, and South Coast* Railway (herein-after called the *Brighton* Company), without in every Case their previous Consent in Writing under their Common Seal: Provided always, that if and whenever the *Brighton* Company consent to any Junction being made, the Junction shall be made at such Point only, and in such Manner, and with such Points, Switches, Signals, and other Apparatus and Conveniences, as the *Brighton* Company think fit, and shall be worked and used in such Manner as not to interfere with the Working or User or the Safety or Convenience of the *Brighton* Railway or the Traffic thereon, and under such Regulations with respect to such Working and User, and for securing Safety and Convenience, and on such Terms and Conditions, as the *Brighton* Company think fit.

26. The

Expenses of Communication to be borne by the Company.

26. The Expenses of the Communications hereby authorized with the *Brighton* Railway, and of all the necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, and amending such Communications, and for repairing and maintaining such Rails and Points, shall be borne and paid by the Company; and all such Communications, Openings, and Works shall be in the first instance made, and be afterwards from Time to Time altered, amended, repaired, and maintained, under the Direction and Superintendence and to the Satisfaction of the Engineer for the Time being of the *Brighton* Railway Company, and in such Manner and by such Ways and Means respectively as shall not injure the *Brighton* Railway, or impede or interfere with the free, uninterrupted, and safe Passage along the same.

Junctions.

27. Every Junction by this Act authorized between the Railway and the *Brighton* Railway shall be effected by means of Connexion Rails and Points of the Construction and laid in the Manner most approved and to the reasonable Satisfaction of the Engineer of the *Brighton* Railway Company.

Expenses of Junctions.

28. The Expense of those Junctions, and of all requisite Works for effecting the Junctions, and of all Repairs thereof, shall be paid by the Company, and the Works for the Purpose shall on every Occasion be done to the reasonable Satisfaction of the principal Engineer of the *Brighton* Company.

Signals, &c. and Watchmen for preventing Danger at Junctions.

29. The *Brighton* Company may from Time to Time erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants, as that Company may deem necessary for the Prevention of Danger to or Interference with Traffic at or near the Junction between their Railway and the Railway hereby authorized; and the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Servants, shall belong to the *Brighton* Company, and all the Costs and Expenses during each Half Year of erecting and maintaining and altering such Signals, Works, and Conveniences, and of employing and paying such Watchmen, Pointsmen, and other Servants, shall, at the Expiration of such Half Year, be repaid by the Company to the *Brighton* Company, on Demand, and in default of the Amount of such Costs and Expenses may be recovered from the Company in any Court of competent Jurisdiction.

Not to interfere with London, Brighton, and South

30. Notwithstanding anything in this Act contained, the Company shall not, for the Purpose of so forming or maintaining the intended Railway, or of forming and maintaining any Junction or Junctions which may at any Time or Times hereafter be made with the Permission

of

Coast Railway without Consent.

of the *Brighton* Company between the Railways hereby authorized and the *Brighton* Railway, acquire any Ownership of or in any Land or Property of the *Brighton* Company, but only an Easement so as to form and maintain and use the intended Railway, and so as to form and maintain such Junction or Junctions, and the Company shall not, for the Purpose of forming or maintaining the Railway, interfere with the *Brighton* Railway, or any of the Land or Works of the *Brighton* Company, or execute any Work whatsoever under or in any way affecting the same, until they shall have delivered to that Company full and satisfactory Plans, Drawings, and Specifications of the Works intended to be executed under or affecting the *Brighton* Railway and the Lands and Works thereof.

Penalty in case of Interruption of Traffic on the London, Brighton, and South Coast Railway.

31. If by reason of any Works or Proceedings of the Company there shall be any Obstruction of or Interference with the *Brighton* Railway so as to prevent or impede the convenient Passage of Engines and Carriages along the same, the Company shall pay to the *Brighton* Company the Sum of Fifty Pounds *per* Hour by way of ascertained Damages for every Hour during which such Obstruction shall continue.

Company to pay all Damages sustained by Brighton and South Coast Railway Company.

32. Notwithstanding anything in this Act contained, the Company shall be responsible for and make good to the *Brighton* Company all Costs, Losses, Damages, and Expenses which may be occasioned to the *Brighton* Railway or to any of the Works or Property thereof, or to the Traffic thereon, or to any Person or Persons using the same, or otherwise, by reason of the Execution or Failure of any of the intended Works, or of any Act or Omission of the Company, or any of the Persons in their Employ, or of their Contractors or others, and the Company will effectually indemnify and hold harmless the *Brighton* Company from all Claims and Demands upon or against them by reason of such Execution or Failure, and of any such Act or Omission.

Company to pay to London, Brighton, and South Coast Railway Company Expenses of Workmen.

33. During the Construction of the Railway hereby authorized adjacent to the Line of the *Brighton* Railway the Company will bear, and on Demand will pay to the *Brighton* Company, the Expense of the Employment by them of a sufficient Number of Inspectors or Watchmen to be appointed by them for watching their Railway with reference to and during the Execution of the intended Works, and for preventing, as far as may be, Interference, Obstruction, Danger, and Accident to arise from any of the Operations of the Company, or from the Acts or Defaults of any Person or Persons in their Employ or otherwise.

Power to alter Engineering Works.

34. Notwithstanding anything in "The Railway Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railway may deviate from the Line of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the

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

Land for extraordinary Purposes.

35. The Quantity of Land to be purchased by the Company by Agreement for the extraordinary Purposes mentioned in the said "Railway Clauses Consolidation Act, 1845," shall not exceed Two Acres.

Period within which Lands are to be purchased.

36. The Powers of the Company for compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

Period for Completion of Railway, &c.

37. The Railway shall be completed within Three Years from the passing of this Act, and after the Expiration of such Time all the Powers hereby granted to the Company for executing the Railway hereby authorized, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall be then completed.

For securing Completion of the Railway.

38. And whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Six thousand eight hundred Pounds, being Eight *per Centum* on the Amount of the Estimate of the Expense of the Railway authorized by this Act, has been deposited with the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Six thousand eight hundred Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not (except upon the Execution and Deposit of such Bond as herein-after mentioned) be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless

the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Board of Trade, the Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Six thousand eight hundred Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Treasury,) conditioned for the Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Six thousand eight hundred Pounds if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor, then such Sum of Money and the Interest or Dividends thereof shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest or Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor that such Bond has been executed and deposited as aforesaid, and the Certificate of the Board of Trade that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

39. The

Tolls.

39. The Company may demand any Tolls for the Use of the Railway by this Act authorized, not exceeding the following; (to wit,)

Tonnage on Articles of Merchandise.

In respect of the Tonnage of all Articles conveyed thereon, or upon any Part thereof, and included within the following Classes:

Class One. For all Coals, Coke, Culm, Charcoal, and Cinders, Compost, Dung, and all Sorts of Manure, Lime and Limestone, Chalk, and all undressed Materials for the Repair of Roads or Highways, and for all Stones for building, pitching, and paving, Bricks, Tiles, Slate, Clay, and Sand, *per* Ton *per* Mile not exceeding Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny; and if drawn or propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny:

Class Two. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Timber, Staves, Deals, Iron, and all other Metals, Cotton and other Wools, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things (except as herein-before and herein-after mentioned), *per* Ton *per* Mile not exceeding Twopence Halfpenny; and if conveyed in Carriages belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny; and if drawn or propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny:

Class Three. For all Silk, Indigo, Cinnamon and other Spices, Oranges, Lemons, and other Fruit not dried, Eggs, Fish, Poultry, Meat, and all other Articles of a perishable or consumable Nature, *per* Ton *per* Mile not exceeding Threepence; and if conveyed in Carriages belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny; and if drawn or propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny:

Class Four. And for every Carriage, of whatever Description, (not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton,) *per* Mile not exceeding Sixpence; and if any such Carriage be conveyed on a Truck or Platform belonging to the Company, an additional Sum *per* Mile not exceeding One Penny; and if drawn or propelled by an Engine belonging to the Company, a further Sum *per* Mile not exceeding One Penny; and for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above One Ton which any such Carriage may weigh, further Tolls not exceeding for the Use of the Railway One Penny, for the Use of any Truck or Platform provided by the Company One Halfpenny, and for locomotive Power, if provided by the Company, One Penny.

40. In

Tolls for Animals, &c.

40. In respect of Animals conveyed in Carriages upon the said Railway, as follows:

Class Five. For every Horse, Mule, Ass, or other Beast of Draught or Burden, Ox, Cow, Bull, or Head of Neat Cattle, conveyed in or upon any such Carriage, *per* Mile not exceeding Fourpence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny; and if such Carriage be drawn or propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Penny:

Class Six. For every Calf or Pig conveyed in or upon any such Carriage the Sum of Twopence *per* Mile, and if conveyed in any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny; and if such Carriage be drawn or propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny:

Class Seven. For every Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, *per* Mile not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny; and if drawn or propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny.

Tolls for Passengers.

41. In respect to Passengers conveyed in Carriages upon the Railway, as follows:

For every Person conveyed in or upon any such Carriage, *per* Mile not exceeding Threepence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny; and if drawn or propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny.

Regulations as to Tolls.

42. The following Provisions and Regulations shall be applicable to the fixing of the Tolls and maximum Rates of Charge; (to wit,)

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

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company may demand, in respect of Passengers, Tolls and Charges as for One Mile, and in respect of Animals and Articles, Tolls and Charges in proportion to the Number of Quarters of a Mile contained in such Fraction, and for this Purpose a Fraction of a Quarter of a Mile shall be deemed a Quarter of a Mile:

For a Fraction of a Ton the Company may demand Toll according to the Numbers of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beach, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so on in proportion for any smaller Quantity.

Tolls for small Parcels and Articles of great Weight.

43. With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Company may demand any Tolls not exceeding the following; (to wit,)

For the Carriage of small Parcels on the Railway, or any Part thereof, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Threepence:

For any Parcel exceeding Seven Pounds in Weight but not exceeding Fourteen Pounds in Weight, Fourpence:

For any Parcel exceeding Fourteen Pounds in Weight but not exceeding Twenty-eight Pounds in Weight, Sixpence:

For any Parcel exceeding Twenty-eight Pounds in Weight but not exceeding Fifty-six Pounds in Weight, Eightpence:

And for Parcels exceeding Fifty-six Pounds in Weight but not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they think fit:

Provided that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or any One Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand any Sum not exceeding Eightpence *per* Ton *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny; and if drawn or propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny:

For the Carriage of any One Boiler, Cylinder, or any single Piece of Machinery, or single Piece of Timber, Stone, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

Passengers Luggage.

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

Maximum Rates of Charge for Passengers.

45. The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers upon the Railway, including the Tolls for the Use of the Railway and of Carriages and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums:

For every Passenger conveyed in a First-class Carriage the Sum of Threepence *per* Mile:

For every Passenger conveyed in a Second-class Carriage the Sum of Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage the Sum of One Penny Halfpenny *per* Mile.

Maximum Charges for Goods and Animals.

46. The maximum Rate of Charge to be made by the Company for the Conveyance of Animals, Articles, Matters, or Things respectively included in the Classes before mentioned, including the Tolls for the Use of the Railway and of Carriages and for locomotive Power, and every other Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection; and any other Services incidental to the Business or Duty of a Carrier, and where such Services or any of them are or is performed by the Company, shall not exceed the Amounts following; (to wit,)

For the Matters mentioned under Class One, not exceeding Twopence *per* Ton *per* Mile:

For the Matters mentioned under Class Two, not exceeding Threepence *per* Ton *per* Mile:

For the Matters mentioned under Class Three, not exceeding Fourpence *per* Ton *per* Mile:

For any Carriage mentioned under Class Four, not weighing more than One Ton, not exceeding Sixpence *per* Mile; and if weighing more than One Ton, not exceeding One Penny Halfpenny *per* Mile for every Quarter of a Ton or fractional Part of a Quarter of a Ton:

For everything mentioned under Class Five, not exceeding Fourpence *per* Mile:

For everything mentioned under Class Six, not exceeding Threepence *per* Mile:

For everything mentioned under Class Seven, not exceeding Twopence *per* Mile.

Definition of Terminal Station.

47. No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

48. The

Restriction as to Charges not to apply to Special Trains.

48. The Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required to be run upon the Railway, but shall apply only to the Ordinary and Express Trains appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway.

Company may take increased Charges by Agreement.

49. This Act, or anything herein contained, shall not prevent the Company from taking any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Goods of any Description, by Agreement with the Owners or Persons in charge of such Goods, either by reason of any special Service performed by the Company in relation thereto, or in respect to the Conveyance of any Goods, other than small Parcels, by Passenger Trains.

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

50. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the said Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

51. It shall not be lawful for the said Company, out of any Money by this Act or any other Act authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Company to construct any other Railway, or execute any other Work or Undertaking.

Railway not to be exempted from Provisions of any future General Act relating to Railways.

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

Regulating the crossing over the Ewel and

53. And whereas it is intended to carry the Railway by this Act authorized to be made over the Turnpike Road leading from *Ewell* to *Borough Heath* (being One of the Roads under the Care of the Trustees appointed

Borough Heath Road.

appointed under an Act passed in the Second Year of the Reign of Her present Majesty, intituled *An Act for repairing the Road from* Epsom *to* Tooting, *and other Roads communicating therewith, all in the County of* Surrey,) at a Spot in the Parish of *Ewell* in the said County of *Surrey*, numbered 8 on the deposited Plan, by means of a Bridge: Therefore it shall not be lawful for the Company to alter the present Line or Level of the said Turnpike Road leading from *Ewell* to *Borough Heath*, or of the Footpaths thereof, or of any Part of the said Road or Footpaths; and of the present Width of Sixty Feet comprising the said Road and Footpaths Ten Feet on each Side are to be taken as the Footpaths, and the Forty Feet between as the Road; and the Company shall make and for ever thereafter maintain and repair the said Bridge with a clear Height or Headway under the same from the Surface of the said Road and every Part thereof of not less than Sixteen Feet, and from the Surface of the said Footpaths and every Part thereof of not less than Eight Feet; and the said Bridge shall be of Sixty Feet Span, and shall leave clear and untouched the whole of the present Width of the said Road and Footpaths over which the said Railway is carried, and the Company shall make and for ever thereafter maintain and repair Close Parapet Walls or Fences on each Side of the said Bridge of not less than Six Feet Six Inches in Height above the Surface of the said Railway so carried along the same; and from both the Ends of each of the said Two Close Parapet Walls or Fences of the said Bridge the Company shall make Screen Walls or Close Fences, which shall be at least Six Feet Six Inches in Height from the Surface of the said Railway, and 150 Feet in Length along the Sides of the said Railway; and the Company shall, to the Satisfaction of the said Trustees or their Surveyor for the Time being, relay and make good so much of the said Road and Footpaths, and restore so much of the Drainage of the said Road, as shall be interfered with by the Works of the Company, and shall do all such Works at the Expense of the Company.

Regulating the Works connected with crossing the Road.

54. It shall not be lawful for the Company to commence any Works connected with the crossing of the said Turnpike Road until Seven Days after the Company shall have given Notice of their Intention so to do, and shall have delivered Plans and Drawings of the same to the Surveyor of the Trustees, and shall have explained in Writing to him in what Way it is proposed to carry on such Works; and if the Surveyor shall thereupon require a sufficient temporary Road to be made by the Company instead of the Road interfered with, then the Company shall make and substitute such sufficient temporary Road before they interfere with the existing Road, and shall maintain the same until the Restoration of the existing Road, and be liable to the same Penalties for failing to make or after Notice to maintain such substituted Road as is and are provided by the "Railways Clauses Consolidation Act, 1845," with respect

respect to substituted Roads, and the Failure to make the same; and the Company shall, during the making of the said Bridge, at all Times keep open and uninterrupted for the Traffic of the Public a clear Width of Thirty Feet of the said Sixty Feet, comprising the said Road and Footpaths; and all necessary Measures of Precaution for the public Safety during the Progress of the Works of the Railway, including the fencing of the Works, and lighting and watching the same, shall be adopted by and at the Expense of the Company; and the Company shall be answerable for all Accidents and Damages which may happen by reason of any of the said Works of the Company, and shall save harmless the said Trustees in respect thereof; and the Company shall finish and complete all Works, Matters, and Things connected with crossing of the said Turnpike Road, and restore and give to the Public the uninterrupted Use of the said Turnpike Road and Footpaths within Six Months from the Day on which the said Turnpike Road shall be first interfered with; and all such Works shall be done under the Direction and Superintendence from Time to Time and to the Satisfaction of the Surveyor, and the Materials thereof shall be good and sufficient for the respective Purposes for which such Materials shall be used, and of such Descriptions respectively as shall be approved of by the Surveyor; and in case the Company shall fail to do or to maintain and repair any Works according to the Provisions herein-before contained, or in case in the doing of any such Works the Company shall cause any Damage to the said Turnpike Road or Footpaths or any of them, or any Part thereof respectively, and shall not forthwith proceed to make good such Damage, or in case by reason of the doing of any of the Works any Alteration of the said Turnpike Road or Footpaths, or of the Drains or Sewers under the same, shall, in the Judgment of the Surveyor, be rendered necessary, and the Company shall not, upon being by him required so to do, proceed forthwith to do or to repair such Works and to make such Alteration to his Satisfaction, then and in any of such Cases it shall be lawful for the Surveyor to cause all such Works, Repairs, and Alterations to be made as he in his Discretion shall think fit; and all Costs and Expenses of such Works, Repairs, and Alterations shall be paid, on Demand, by the Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the said Trustees from the Company, with full Costs of Suit, by Action in any County or other Court having by Law Cognizance of the Action.

Alterations may be made in the Works with Consent of the Trustees of Turnpike Road.

55. It shall be lawful for the said Trustees and Company to agree with each other for the carrying of the said Railway over the said Turnpike Road in any other Manner than is herein-before mentioned or provided for, and for the making, doing, and maintaining by the Company of all such Works as may be necessary or expedient for the Purposes aforesaid, and in case of any such Agreement it shall not be binding on the

the Company to do such of the Works, Matters, and Things required to be done by them as shall be by the said Agreement expressly dispensed with by the said Trustees.

Expenses of Act.

56. All the Costs, Charges, and Expenses of applying for and obtaining this Act, and in any way incidental thereto, shall be paid by the Company.

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