ANNO VICESIMO TERTIO & VICESIMO QUARTO

VICTORIÆ REGINÆ.

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the *Brighton* Company respectively be authorized to raise and apply Monies for the Purposes of this Act: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

I. This Act may for all Purposes be cited as "*Epsom and Leatherhead* Railway (*South-western and Brighton*) Act, 1860."

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

II. The following Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," are incorporated with this Act, with respect to the *Brighton* Company; (that is to say,)

With respect to the Distribution of the Capital of the Company into Shares:

With respect to the Transfer or Transmission of Shares:

With respect to the Forfeiture of Shares for Nonpayment of Calls:

With respect to the Remedies of Creditors of the Company against the Shareholders:

With respect to the borrowing of Money by the Company on Mortgage or Bond:

With respect to the Conversion of the borrowed Money into Capital:

With respect to the Consolidation of the Shares into Stock.

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

III. The several Words and Expressions to which by the Acts wholly or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context: Provided always, that the Expression "Superior Courts" in those Acts includes for the Purposes of this Act all Courts of competent Jurisdiction, and the Words "Shares" and "Shareholders" include, when requisite, "Stock" and "Stockholders."

Power to agree for Transfer of Epsom Railway to South-western and Brighton Companies.

IV. The *Epsom and Leatherhead* Company on the one hand, and the *South-western* Company and the *Brighton* Company (in this Act called the Two Companies), or the *South-western* Company, on the other hand, may agree for a Transfer to the Two Companies, or the *South-western* Company, of the Undertaking, Railway, Property, and Effects vested in or belonging to the *Epsom and Leatherhead* Company, or which they are authorized to make, or any Parts thereof, and either before or after the Completion thereof, and of all the Powers, Rights, Privileges, and Authorities of the *Epsom and Leatherhead* Company with respect to the same, and for the making by the Two Companies, or the *South-western* Company, of such Compensation in consideration of the Transfer,

as

as the *Epsom and Leatherhead* Company and the Two Companies respectively, or the *South-western* Company, mutually agree on, and every such Agreement may be on such Terms and Conditions whatsoever as the contracting Companies think fit, and may and shall be carried into effect according to the Terms, Conditions, and Intent thereof.

Agreements with Shareholders and Creditors of Epsom Company as to Compensation.

V. The Two Companies respectively, or the *South-western* Company, by Agreement with the *Epsom and Leatherhead* Company, or with the Shareholders, Mortgagees, Bondholders, and other Creditors of the *Epsom and Leatherhead* Company, or any of them, from Time to Time may allot and issue to them respectively, in satisfaction, wholly or in part, of their respective Shares of or Interest in any Compensation to be made according to this Act by the Two Companies to the *Epsom and Leatherhead* Company, Mortgages, Bonds, Stock, or Shares of the Two Companies respectively, or the *South-western* Company.

As to the Transfer to the Two Companies.

VI. At the Time agreed on for the Transfer to take effect the Premises agreed to be transferred shall, according to the Terms, Conditions, and Intent of the Agreement for the Transfer, be by this Act transferred to and vested in the Two Companies, or the *South-western* Company, and, as the Companies agree, shall be so vested, either as to the whole thereof in them jointly, or as to the whole or Part thereof in the *South-western* Company in Severalty, and as to other Part thereof in the *Brighton* Company in Severalty, and either with or without any Part thereof being vested in the Two Companies jointly; and every such Transfer respectively shall be evidenced by a Deed under the Seal of the *Epsom and Leatherhead* Company, in which the Consideration for the Transfer shall be fully and truly stated and set forth, and such Deed shall be duly stamped with the full and proper *ad valorem* Stamp Duty in respect of the Consideration thereof.

Transferred Premises vested in South-western Company.

VII. Such Parts of the transferred Premises as from Time to Time are by this Act vested in the *South-western* Company shall be comprised in the Undertaking of the *South-western* Company.

Transferred Premises vested in Brighton Company.

VIII. Such Parts of the transferred Premises as from Time to Time are by this Act vested in the *Brighton* Company shall be comprised in the Undertaking of the *Brighton* Company.

Acts relating to transferred Premises to apply to the Two Companies.

IX. From and after the Transfer to the Two Companies, or to the *South-western* Company, the several Acts relating to the *Epsom and Leatherhead* Company with respect to the transferred Premises, and the Maintenance, Management, Regulation, Working, User, and Enjoyment of the same, and the Traffic on and at the same, and the Tolls, Fares, Rates, and Charges to be demanded and taken for and in respect of the same,

same, shall (subject to the Provisions of this Act) apply with respect to the same to the Two Companies according to their respective Interests in the same, or to the *South-western* Company, and to their respective Directors, Officers, and Servants accordingly, and shall be construed and have Effect accordingly.

Powers and Duties of Epsom Company as to transferred Premises to be had and performed by Two Companies.

X. From and after the Transfer to the Two Companies or to the *South-western* Company, and according to their respective Interests in the transferred Premises, all the Powers, Authorities, Duties, Liabilities, Obligations, and Indemnities of the *Epsom and Leatherhead* Company, and their respective Directors, Officers, and Servants, with respect to the Maintenance, Management, Regulation, Working, User, and Enjoyment of the transferred Premises, and the Traffic on and at the same, and the Tolls, Fares, Rates, and Charges to be demanded and taken for and in respect of the same, shall apply to and may and shall be had, exercised, performed, observed, and enjoyed by the Two Companies respectively, or by the *South-western* Company, and their respective Directors, Officers, and Servants, in like Manner and to the like Extent as the same might be had, exercised, performed, observed, and enjoyed by the *Epsom and Leatherhead* Company, and their Directors, Officers, and Servants, if the respective Transfer were not effected, and all the Clauses, Provisions, Restrictions, Penalties, and Indemnities of the several Acts relating to the *Epsom and Leatherhead* Company with respect to those Matters shall extend and apply accordingly to the Two Companies respectively, or to the *South-western* Company, and their respective Directors, Officers, and Servants respectively.

Two Companies to indemnify Epsom Company against those Duties.

XI. From and after the Transfer, the Two Companies or the *South-western* Company, according to their respective Interests in the transferred Premises, shall indemnify the *Epsom and Leatherhead* Company from the Performance and Observance of all those Duties, Liabilities, and Obligations, and all Claims and Demands with respect to the same, and all Costs, Losses, Damages, Claims, Expenses, and Demands whatsoever arising from any Default by the Two Companies respectively, or by the *South-western* Company, or their respective Directors, Officers, or Servants, in the Performance or Observance of any such Duty, Liability, or Obligation.

Epsom Company to wind up their Affairs.

XII. Forthwith after the Transfer by this Act of the *Epsom and Leatherhead* Railway to the Two Companies, or to the *South-western* Company, the *Epsom and Leatherhead* Company shall proceed to wind up their Affairs, and in order thereto may sell and convey or otherwise dispose of all such Parts (if any) of their Lands, Property, and Effects as are not by this Act vested in the Two Companies, or in the *South-western* Company; and, subject to the Payment, Satisfaction, or Discharge

charge of all the Debts, Liabilities, and Engagements (if any) of the *Epsom and Leatherhead* Company, not paid, satisfied, or discharged by the Two Companies, or by the *South-western* Company, the *Epsom and Leatherhead* Company shall distribute and pay their net Monies to and among the several Persons who at the Time of the Transfer are the registered Shareholders of the *Epsom and Leatherhead* Company, in proportion to their respective Shares of the Capital of the *Epsom and Leatherhead* Company, or their respective Executors, Administrators, Successors, or Assigns.

Payments into Court by Epsom Company.

XIII. Provided always, That where the *Epsom and Leatherhead* Company are for Twelve Months after the Period for the Distribution of their net Monies unable, after diligent Inquiry, to ascertain the Person to whom any Part thereof ought to be paid, the *Epsom and Leatherhead* Company may pay the same into the Court of Chancery, under any Act from Time to Time in force for the Relief of Trustees; and every such Payment into Court shall conclusively discharge the *Epsom and Leatherhead* Company from all further Liability with respect to the net Monies so paid, and for the Purposes of this Act shall be deemed Payment thereof to a Person absolutely entitled thereto; and any Person afterwards showing to the Satisfaction of the Court that he is entitled thereto may obtain Payment thereof out of Court accordingly.

Dissolution of Epsom Company.

XIV. When all the Debts and Liabilities of the *Epsom and Leatherhead* Company are paid, satisfied, or discharged, and their net Monies are distributed in accordance with this Act, and their Affairs are wound up, the *Epsom and Leatherhead* Company shall be dissolved and wholly cease to exist.

General saving of Rights under Acts relating to Epsom Company.

XV. Notwithstanding the Transfer of the Railway and Property of the *Epsom and Leatherhead* Company to the Two Companies, or to the *South-western* Company, and the Dissolution of the *Epsom and Leatherhead* Company, and, except only as is by this Act otherwise expressly provided, everything before the Transfer done, suffered, and confirmed respectively under or by the recited Acts relating to the *Epsom and Leatherhead* Company, or any of them, shall be as valid as if the Transfer and Dissolution had not happened, and the Transfer and Dissolution, and this Act respectively, shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Transfer and Dissolution had not happened, would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively; and with respect to all such Things so done, suffered, and confirmed respectively, and all such Rights, Liabilities, Claims, and Demands, the Two Com-

panies, according to their respective Interests in the Premises so transferred, or the *South-western* Company, shall to all Intents represent the *Epsom and Leatherhead* Company: Provided always, that the Generality of this Provision shall not be restricted by any other of the Sections and Provisions of this Act.

Provisions of other Acts continued.

XVI. Notwithstanding the Transfer and Dissolution, all the Provisions of any and every Act of Parliament relating to the *Epsom and Leatherhead* Company, and their Directors, Officers, and Servants respectively, and at the Time of the Transfer in force, shall be of the like Force as if the Transfer and Dissolution had not happened, and may be exercised, enforced, and enjoyed by and against the Two Companies respectively, or the *South-western* Company, according to their respective Interests in the Premises so transferred, and their Directors, Officers, and Servants respectively, in as full and beneficial a Manner to all Intents as the same respectively might be exercised, enforced, and enjoyed by and against the *Epsom and Leatherhead* Company, and their Directors, Officers, and Servants respectively, if this Act were not passed.

Conveyances, &c. to remain.

XVII. Notwithstanding the Transfer and Dissolution, all Conveyances, Leases, Deeds, Appointments, Awards, Contracts, Agreements, Mortgages, Bonds, Covenants, Securities, and other Instruments made or entered into with respect to the transferred Premises, before the Transfer, to, with, by, or on behalf of the *Epsom and Leatherhead* Company, or any Person on their respective Behalf, shall be and remain valid and effectual for, against, and with respect to the Two Companies respectively, or the *South-western* Company, according to their respective Interests in the transferred Premises, and may be proceeded on and enforced accordingly.

Actions not to abate, &c.

XVIII. Notwithstanding the Transfer and Dissolution, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the *Epsom and Leatherhead* Company, with respect to the transferred Premises, before the Transfer, shall not abate or be discontinued or prejudicially affected by this Act, but, on the contrary, shall continue and take effect both in favour of and against the Two Companies respectively, or the *South-western* Company, according to their respective Interests in the transferred Premises, in like Manner to all Intents as if this Act were not passed, save only that the Two Companies respectively or the *South-western* Company shall, according to their respective Interests in the transferred Premises, be substituted therein for the *Epsom and Leatherhead* Company.

Deposited Plans, &c. to

XIX. Notwithstanding the Transfer and Dissolution, all Plans and Books of Reference, and all Corrections and Certificates of Correction thereof

thereof respectively, deposited for the Purposes of any of the Acts relating to the *Epsom and Leatherhead* Company with any Clerk of the Peace, shall remain in his Custody as if they were deposited for the Purposes of this Act, and according to the Provisions of the Act of the Session of the Seventh Year of *William* the Fourth and the First Year of Her present Majesty, Chapter Eighty-three, and every such Clerk of the Peace shall accordingly permit the same to be inspected and Copies thereof and Extracts therefrom to be taken.

Documents to remain with Clerks of the Peace.

XX. Notwithstanding the Transfer and Dissolution, in every Case in which under any of the Acts relating to the *Epsom and Leatherhead* Company any Money was before the Commencement of this Act paid by the *Epsom and Leatherhead* Company into the Bank of *England*, or to any Trustee or Trustees, as Purchase or Compensation Money, or on any Account, the Money, or the Stocks, Funds, or Securities in or upon which the same is from Time to Time by the Order of the Court of Chancery or otherwise invested, and the Interest, Dividends, and annual Produce thereof, shall after the Transfer be applied and disposed of pursuant to those Acts: Provided always, that the Obligations under those Acts of the *Epsom and Leatherhead* Company with respect to Money, Stocks, Funds, and Securities shall after the Transfer be performed and observed by the Two Companies, or by the *South-western* Company, according to their respective Interests in the transferred Premises.

Money paid into Bank, &c. to be applied under Acts relating to Epsom Company.

XXI. For the Period of Six Months from the passing of this Act, and notwithstanding the Transfer and Dissolution, all Byelaws of the *Epsom and Leatherhead* Company made before the Transfer with respect to the Premises transferred shall, for the Purposes of this Act with respect to those Premises, and unless previously repealed or altered by the Two Companies respectively, or by the *South-western* Company, continue of full Force for the Period aforesaid as if this Act were not passed, and the Byelaws may be enforced, and all Proceedings thereon may be continued or taken, and all Penalties thereunder may be recovered accordingly.

Byelaws continued.

XXII. Notwithstanding the Transfer and Dissolution, all Documents, Books, and Writings by any of the Acts relating to the *Epsom and Leatherhead* Company directed or authorized to be kept, and which if the Transfer and Dissolution had not happened would be receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity and elsewhere accordingly.

Books, &c. continued Evidence.

XXIII. From and after the Transfer, and subject to the Provisions of the Acts relating to the *Epsom and Leatherhead* Company, and applicable in that Behalf, the Two Companies respectively, according to their

Rights as to Tolls on Railways transferred

to the Two Companies.

their respective Interests in the transferred Premises, or the *South-western* Company, may demand and take, for the User of the transferred Railway or Portion of Railway, and for all Passengers, Animals, and Things conveyed on or using the same, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all Services performed by the Two Companies respectively, or by the *South-western* Company, in respect of the Traffic, and for all other Matters with respect to Traffic on and at the same, a like Amount of Tolls, Fares, Rates, and other Charges as by those Acts or any of them and this Act are authorized to be demanded and taken: Provided always, that in calculating those Tolls, Fares, Rates, and other Charges respectively the transferred Railway or Portion of Railway shall be reckoned as forming a Line of Railway continuous with the Line of the *London and South-western* Railway, or, as the Case may be, of the *London, Brighton, and South Coast* Railway.

Subject to Limits as to maximum Charges.

XXIV. Provided always, That the maximum Charges to be made by the *South-western* Company, or (as the Case may be) the *Brighton* Company, with respect to the Tolls, Fares, Rates, and Charges for the User of the transferred Railway or Portion of Railway, or any Part thereof, and for Carriages, Waggons, and Trucks, and for Locomotive Engines or other Power, and every Expense incidental to the Conveyance of their Traffic on and at the same, shall not, in any Case to which the Limitation of maximum Charges is applicable, exceed the Sums in that Behalf limited by the Acts from Time to Time in accordance with this Act in force with respect to the transferred Railway or Portion of Railway, and applicable in that Behalf.

Contracts between Two Companies.

XXV. The Two Companies from Time to Time may enter into and carry into effect all such Contracts and Arrangements as the contracting Companies from Time to Time think fit with respect to all or any of the following Purposes, and any Matters incidental or accessory thereto; and every such Contract and Arrangement may be on such Terms and Conditions whatsoever as the contracting Companies think fit, and Contracts and Arrangements may accordingly be entered into for all or any of the following Purposes; (that is to say,)

First, the Ownership, making, Maintenance, Management, working, and User, jointly or otherwise, by the contracting Companies, or any of them, of the several Stations from Time to Time at *Epsom* of the contracting Companies or any of them, and of any Sidings, Buildings, Works, and Conveniences connected with the same respectively:

Secondly, the Application of the Tolls and Charges from Time to Time received by the contracting Companies or any of them with respect to those Stations, Sidings, Buildings, Works, and Conveniences:

Thirdly,

Thirdly, the running over, Maintenance, Management, working, and User, jointly or otherwise, by the contracting Companies or any of them, of Portions of the *Epsom and Leatherhead* Railway and the *Croydon and Epsom* Railway respectively, or any of them, situate near to the authorized Junctions at *Epsom* of the *Epsom and Leatherhead* Railway with the *Croydon and Epsom* Railway and with the *Wimbledon and Dorking* Railway respectively:

Fourthly, the fixing, levying, appropriating, and Division of the Tolls to be taken thereon.

For Tolls the Railways to be regarded as continuous.

XXVI. Provided always, That with respect to the Tolls, Fares, Rates, and Charges to be demanded and taken by (as the Case may be) the *South-western* Company, or the *Brighton* Company, for all Traffic conveyed by them respectively on the Portions of Railway to which the respective Contract or Arrangement relates, the Length of Railway over which the Traffic so passes shall be estimated as if the same were One continuous Line of Railway forming Part of (as the Case may be) the *South-western* Railway, or the *Brighton* Railway.

Agreements between the South-western and Brighton Companies.

XXVII. From and after the Time agreed on for the respective Transfer to take effect, the *South-western* Company and the *Brighton* Company from Time to Time may enter into and carry into effect all such Agreements and Arrangements as they from Time to Time think fit with respect to all or any of the following Purposes and any Matters incidental or accessory thereto; and every such Agreement and Arrangement may be on such Terms and Conditions as the Two Companies think fit; and Agreements and Arrangements may accordingly be entered into for all or any of the following Purposes; (that is to say,)

First, the Maintenance, Management, working, and User by the Two Companies, or either of them, of all or any Parts of the *Epsom and Leatherhead* Railway and Premises transferred by this Act:

Secondly, the Supply and Maintenance by the Two Companies respectively, or either of them, of Officers and Servants, Rolling Stock and Plant, for any of the Purposes of this Act:

Thirdly, the Appointment of a Joint Committee for the Management of the transferred Premises or any Part thereof, and the Officers and Servants, Rolling Stock and Plant so supplied:

Fourthly, the Tolls, Fares, Rates, and Charges to be taken by the Two Companies respectively, or either of them, or the Joint Committee, on or in respect of the transferred Premises or any Part thereof:

Fifthly, the Appropriation of the Tolls, Fares, Rates, and Charges so taken, or any Parts thereof:

Sixthly, the Division between the Two Companies of the Tolls, Fares, Rates, and Charges so taken, or any Parts thereof:

Seventhly, the Contributions, Payments, and Allowances to be made by each or either of the Two Companies to the other of them with respect to any of those Purposes and Matters:

Eighthly, all other Matters incident to or consequent on the Transfer of the transferred Premises or any Part thereof, and the working and User of the same respectively.

Sanction of Shareholders for Agreements under Act.

XXVIII. No such Agreement made under this Act between the *South-western* Company, the *Brighton* Company, and the *Epsom and Leatherhead* Company, or any Two of them, shall take effect without the Sanction of at least Three Fifths of the Votes of the respective Shareholders of every Company Party thereto present, in Person or by Proxy, at a General Meeting of the respective Company specially convened for the Purpose.

Agreements not to affect Persons not Parties thereto.

XXIX. No such Agreement shall in any Manner alter, affect, increase, or diminish any of the Tolls, Fares, Rates, or Charges which the Companies, Parties thereto, are respectively from Time to Time authorized to demand and take from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the User and Benefit of the Railways to which the Agreement relates, on the same Terms and Conditions, and on Payment of the same Tolls, Fares, Rates, and Charges, as if the Agreement were not made.

Approval of Agreements by Board of Trade.

XXX. No Agreement between the Two Companies made after the passing of this Act, and only under the Authority of this Act, with respect to the working and User of any Railway or Portion of Railway, shall have any Operation until it is approved by the Board of Trade, and the Board of Trade shall not approve the Agreement unless they are satisfied that it has been sanctioned by Shareholders, as by this Act provided.

Modification of Agreements when required by Board of Trade.

XXXI. Provided always, That at the End of Ten Years after the making of any such Contract, and so from Ten Years to Ten Years, the Board of Trade may revise the Terms and Conditions thereof; and if on any such Revision the Board of Trade require any of those Terms or Conditions to be modified, they shall give to the contracting Companies Notice, declaring that if the same be not modified by the Companies within Twelve Calendar Months to the Satisfaction of the Board of Trade, that such Modification of the respective Contract as in the Notice mentioned shall at the respective Expiration of that Period become Part of the respective Contract, and the same shall thenceforth be read and take effect accordingly.

Notice of Revision of Contract.

XXXII. The Two Companies, previous to the Expiration of each such decennial Period, shall give such public Notice as the Board of Trade may

may prescribe, that that Board has such Power, and is about to enter upon such Revision, and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Contract.

Joint Committee for Management of transferred Premises vested in the Two Companies jointly.

XXXIII. For the better Management and Regulation of such Parts of the Railways, Stations, and Properties by this Act authorized to be transferred to the Two Companies as from Time to Time are vested in them jointly (in this Act called the joint Property), and as the Two Companies agree, the Two Companies after the Transfer may appoint a Joint Committee as by this Act provided, and the Joint Committee shall have and be entitled to and may exercise, with respect to the making, Maintenance, Management, working, User, and Regulation of the joint Property, all the Powers and Authorities of the Two Companies respectively under this Act with respect to the same, and the Joint Committee, in the Exercise of their Powers, shall be subject only to such Control by the Two Companies or either of them as is by this Act provided.

Appointment of Joint Committee.

XXXIV. After the Transfer the Board of Directors of the *South-western* Company may appoint Three of themselves to be Members of the Joint Committee, and the Board of Directors of the *Brighton* Company may appoint Three of themselves to be Members of the Joint Committee, and the Six Members so appointed, and their respective Successors, from Time to Time appointed in accordance with this Act, shall form the Joint Committee.

Removal and Appointment of Members of Joint Committee.

XXXV. The respective Board of Directors of each of the Two Companies from Time to Time may remove any Members of the Joint Committee appointed by the respective Board, and from Time to Time may appoint any Member of the respective Board to supply the Place in the Joint Committee of any Member appointed by the respective Board who dies, resigns, or is removed, or otherwise ceases to be a Member of the Joint Committee: Provided always, that if and whenever by reason of the Default of the Boards or either of them in making such an Appointment there shall not be Six Members of the Joint Committee in Office, the Members thereof from Time to Time in Office, though fewer than Six, shall, notwithstanding the Default, be entitled to exercise the Powers of the Joint Committee.

Regulation of Joint Committee.

XXXVI. The Joint Committee shall be subject to all such Regulations as from Time to Time are agreed on by the respective Boards of Directors of the Two Companies, and, except so far as is otherwise provided by any such Regulations, at all Meetings of the Joint Committee, the Majority present shall bind the Minority and all absent Members, and the Chairman shall be selected alternately from among the Members appointed by each Board, and in case of an Equality of Votes shall have a second or Casting Vote.

XXXVII. Three

Quorum of Joint Committee.

XXXVII. Three Members of the Joint Committee shall form a Quorum: Provided always, that the Three Members shall not be those appointed by One of the Boards, except in Cases where through Default of the other Board there is not then in Office any Member of the Joint Committee appointed by the defaulting Board, and except also in Cases where all the Members or the Member, if only One, from Time to Time appointed by One of the Boards, shall make default in Attendance at Two successive Meetings of the Joint Committee, there having been left with the Secretary of the respective Boards Six Days Notice in Writing from the other Board requiring the Attendance at One at least of the Meetings of the defaulting Members or Member, in which Cases respectively the Three Members appointed by One of the Boards shall form a Quorum.

Officers of Joint Committee.

XXXVIII. The Joint Committee from Time to Time may appoint and remove the Booking Clerks, Porters, Policemen, and other Officers and Servants from Time to Time employed on and with respect to the joint Property, except such Officers and Servants as are from Time to Time employed by the Two Companies respectively in the actual Conveyance of Passengers, Animals, and Things, or the User of Carriages, Locomotive Engines, or other Power, on the joint Property or any Part thereof: Provided always, that the Two Companies respectively may, at their own respective Expense, appoint their own Booking Clerks, who shall not be removable by the Joint Committee.

Use of Joint Property by the Two Companies.

XXXIX. Subject to the Control and Management of the Joint Committee, each of the Two Companies may from Time to Time use the joint Property for the Conveyance of Passengers, Animals, and Things, and all other Purposes necessary for the Traffic or Business thereon of the respective Company.

Proceedings by and against the Two Companies with respect to joint Property.

XL. All Actions, Suits, Indictments, and other Proceedings at Law and in Equity which, if the joint Property were the sole Property of the *South-western* Company or of the *Brighton* Company, might be brought or prosecuted by or against the respective Company, may, as regards any Act or Default of the Joint Committee with respect to the joint Property or any Part thereof, be brought and prosecuted by or against the Two Companies jointly, and the joint and several Funds of the Two Companies shall be liable for the Payment and Satisfaction of all Liabilities incurred in pursuance of this Act by the Joint Committee, and any Summons, Demand, Notice, Writ, or other Proceeding relating in any Manner to the joint Property, or to any Act or Default of the Joint Committee, shall, if served on the Secretary or any Member of the Joint Committee, be as valid as if it were served on the Two Companies.

Expenses of joint Property to be

XLI. Except so far as the Two Companies from Time to Time otherwise agree, One Half of the Costs and Expenses of making, maintaining, and

and managing the joint Property, or in anywise relating thereto, shall be borne and defrayed by each of the Two Companies; and if and whenever either of the Two Companies fail to contribute the Share payable by them of the Costs and Expenses, as and when the same is required by the Joint Committee, the other Company may provide and advance on account of the defaulting Company the Monies with respect to which the Default is made, and the defaulting Company shall thereupon pay to the advancing Company the full Amount of the Monies so advanced, with Interest after the Rate of Five Pounds *per Centum per Annum* thereon from the Time of the Advance thereof, and the advancing Company shall have the general Lien in respect thereof by this Act provided. borne by the Two Companies;

XLII. Each of the Two Companies may provide and pay out of their respective general Funds the Monies, Costs, and Expenses to be borne, defrayed, and advanced in pursuance of the Provisions of this Act by the respective Company. and may be paid out of their general Funds.

XLIII. The Costs and Expenses with respect to the joint Property to be so borne and defrayed shall be paid to the Joint Committee by the Two Companies respectively, by equal Instalments, and at the same Periods of Time, and in such Amounts, and at such Periods, as the Joint Committee from Time to Time appoint. Payment of Expenses to Joint Committee.

XLIV. Except so far as the Two Companies from Time to Time otherwise agree, the Tolls, Fares, Rates, and other Charges to be from Time to Time demanded and received from and by the Two Companies respectively, with respect to Passengers, Animals, and Things conveyed by the Two Companies respectively on the joint Property or any Part thereof, and for the User of Carriages and Locomotive Engines or other Power supplied by the Two Companies respectively thereon, shall from Time to Time be determined by the Joint Committee. Joint Committee to fix Tolls on joint Property to be paid by and to the Two Companies.

XLV. The Two Companies respectively may demand and receive such Tolls, Fares, Rates, and Charges as the Joint Committee from Time to Time determine to be so demanded and taken. The Two Companies to take Tolls so fixed.

XLVI. The Joint Committee from Time to Time may demand and receive from all other Companies and Persons from Time to Time using the joint Property or any Part thereof such Tolls, Fares, Rates, and Charges for the User thereof as the Joint Committee from Time to Time determine. Tolls to be taken by Joint Committee from other Persons.

XLVII. Provided always, That the Amount of the Tolls, Fares, Rates, and Charges to be so demanded and taken shall not exceed the Amount of the Tolls, Fares, Rates, and Charges which according to the Provisions Limit of Tolls.

of this Act may be demanded and taken in respect of the joint Property or any Part thereof.

Profits of joint Property.

XLVIII. The Profits arising from the joint Property shall be such Proportion of the gross Receipts in respect of the same as the Two Companies from Time to Time agree, or as, failing Agreement between them, the Joint Committee from Time to Time determine.

Payment of Profits of joint Property to the Two Companies.

XLIX. The Profits from Time to Time arising from the joint Property, subject to the Adjustment by the Joint Committee of any Lien which under this Act they or either of the Two Companies from Time to Time have thereon, shall be paid by the Joint Committee to the Two Companies respectively in equal Shares at such Times and in such Manner as the Joint Committee from Time to Time appoint.

Accounts of joint Property to be kept by the Two Companies.

L. Each of the Two Companies shall keep proper separate Books, wherein shall be entered all Items, Statements, Matters, and Things proper and sufficient for showing the correct Amount of the Receipts of the respective Company in respect of the joint Property, and the Directors and Secretary of each of the Two Companies shall be at liberty to inspect and take Extracts from the Books so kept by the other Company, at such Times, on such Terms, and under such Restrictions as the Joint Committee from Time to Time appoint.

Returns by the Two Companies to Joint Committee.

LI. Each of the Two Companies shall make to the Joint Committee such Returns of the Receipts of the respective Company with respect to the joint Property, and at such Times and in such Manner as the Joint Committee from Time to Time appoint.

Accounts to be kept by Joint Committee.

LII. The Joint Committee shall keep proper and sufficient Books of Account of all their Receipts, Credits, Payments, and Liabilities, and also proper Books in which shall be entered Minutes of all their Proceedings; and the Directors and Secretary of each of the Two Companies may at all seasonable Times inspect and transcribe those Books, and all other Books, Papers, Writings, and Accounts in the Possession or Custody of the Joint Committee, in any Manner relating to their Proceedings, or having Reference to the joint Property.

General Lien for Payments to be made by the Two Companies to each other and to Joint Committee.

LIII. Whenever any Monies are, in accordance with this Act, payable in respect of the joint Property by either of the Two Companies to the other of them, or to the Joint Committee, the respective Company to which the Monies are payable, or (as the Case may be) the Joint Committee, shall have a general Lien for the full Amount of the Monies so payable, and Interest at the Rate of Five Pounds *per Centum per Annum* thereon from the Time at which the Monies ought to be paid on all the Share

Share and Interest of the respective Company by which the Monies are payable of and in the joint Property, and the Profits arising therefrom, and the general Lien shall remain in force until the Monies and Interest be duly paid or satisfied.

Detention of Trains for enforcing Payment.

LIV. If and whenever the Monies and Interest to be so paid are not paid or satisfied within Three Months after the Time when the Account of the Monies so payable is rendered to the respective Company by which the Payment ought to be made, it shall be obligatory on the Joint Committee to detain the Engines and Trains of the defaulting Company as being subject to a general Lien, and not to suffer any such Engine or Train to proceed on the joint Property until Payment or Satisfaction thereof be duly made.

Reference of Differences as to joint Property to Joint Committee.

LV. Except as is by this Act otherwise provided, whenever any Difference to which the Joint Committee is not a Party arises between the Two Companies touching any Matter in any way related to or connected with the joint Property, every such Difference shall, on the Requisition of the Two Companies or One of them, be referred to the Decision of the Joint Committee, if any.

Validity of Decision of Joint Committee.

LVI. The Decision of the Joint Committee on any such Difference so referred to them shall be as valid and effectual as if the Joint Committee were a single Arbitrator to whom the Reference was made under "The Railway Companies Arbitration Act, 1859," and their Decision thereon were his Award thereon duly made accordingly.

Reference of Differences to Arbitrator.

LVII. Whenever any such Difference is referred to the Decision of the Joint Committee, and also whenever any Difference to which the Joint Committee are a Party arises between the Two Companies and the Joint Committee, or any Two of them, touching any Matter in any way relating to or connected with the joint Property, and the acting Member, if only One, or all the acting Members, if more than One, of the Joint Committee appointed by One of the Two Companies, shall differ with respect to the proper Decision thereon from the acting Member, if only One, or all the acting Members, if more than One, of the Joint Committee appointed by the other Company, and also whenever any Difference arises between the Two Companies with respect to any other Matter in which they respectively are interested under this Act, or with respect to any of the Purposes thereof, and also whenever, when there is no Joint Committee, any Difference arises between the Two Companies with respect to any Matter in which they respectively are interested under this Act, or with respect to any of the Purposes thereof, the respective Difference shall, on the Application of the Two Companies or either of them, or if the Joint Committee be either originally or by Reference a

Party

Party interested, then, on the Application of the Two Companies and the Joint Committee, or any of them, be determined by Arbitration, according to the Provisions of "The Railway Companies Arbitration Act, 1859," by a single Arbitrator, to be, on the like Application, appointed in that Behalf by the Board of Trade: Provided always, that no such Difference referred to the Joint Committee shall be so referred to Arbitration until the same has been considered at Two successive Meetings of the Joint Committee.

Production of Books, &c. on Reference.

LVIII. For the Purpose of enabling all such Differences to be decided, and whether or not the Joint Committee be One of the Parties in difference, the Joint Committee and the Arbitrator respectively may require from all or any of the Parties in difference the Production of all such Books, Papers, Deeds, Accounts, and Writings as the Joint Committee and the Arbitrator respectively think necessary for determining the Difference.

As to Arbitrations, Joint Committee to be deemed a Railway Company within 22 & 23 Vict. c. 59.

LIX. For the Purposes of every such Arbitration on any Difference to which the Joint Committee are a Party, the Joint Committee shall, for the Purposes of this Act, be deemed to be a Railway Company within the Meaning of "The Railway Companies Arbitration Act, 1859."

Power for South-western and Brighton Companies to raise additional Capital.

LX. The *South-western* Company and the *Brighton* Company respectively may by the Creation and Issue from Time to Time of new Shares raise additional Capital for the Purposes of this Act, not exceeding the following Amounts; (that is to say,)

The *South-western* Company Thirty thousand Pounds:

The *Brighton* Company Thirty thousand Pounds.

The Companies may create the new Shares of different Classes, &c.

LXI. The new Shares which the respective Company may issue under this Act may be issued by the respective Company with the Sanction of at least Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at a General Meeting of the respective Company, as the respective Company from Time to Time think fit, either of One Class and with like Privileges or of several Classes and with different Privileges, and of the same or different Amounts, and respectively with any fixed, fluctuating, contingent, preferential, perpetual, terminable, or other Dividend, and the respective Company may, as they from Time to Time think fit, fix the Amounts and Times of Payments of the Calls on the new Shares created by them.

Restrictions as to preferential Shares.

LXII. Provided always, That no new Share issued under this Act shall have any fixed or preferential Dividend beyond the Rate of Five Pounds *per Centum per Annum* on the Amount from Time to Time paid up thereon: Provided also, that all the Shares of the same Class shall be

be of the same Amount, and all the Shares of the same Class shall bear the same Dividend and confer like Privileges.

New Shares to be entitled to preferential Dividends (if any).

LXIII. All new Shares issued by any Company under this Act shall be entitled to the preferential Dividend (if any) which may be attached to them by that Company out of the Profits of that Company in each Year, in priority to the ordinary Shares and Stock in that Company; but if in any Year ending on the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of such preferential Dividend for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year or out of any other Funds of such Company.

Saving Rights of Holders of existing preferential Shares.

LXIV. Provided always, That any Preference or Priority in the Payment of Dividend which the respective Company from Time to Time grant in respect of any new Shares under this Act shall not prejudicé or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares theretofore granted by the respective Company in pursuance of or confirmed by this Act, or any Act of Parliament passed before the passing of this Act, or which is otherwise then lawfully subsisting.

Companies may cancel unissued new Shares, and issue new Shares instead.

LXV. If after having created any Class of new Shares the respective Company determine not to issue the whole of the Shares of that Class, they may cancel the unissued Shares, and may from Time to Time thereafter create and issue instead thereof other new Shares of an aggregate Amount, not exceeding the aggregate Amount of the new Shares so cancelled by them.

If ordinary Shares or Stock at a Premium, new Shares to be offered to existing Shareholders.

LXVI. If at the Time of issuing any new Shares under this Act the then ordinary Stock or ordinary Shares of the respective Company be at a Premium, the new Shares to be then issued by them shall, except so far as a General Meeting of the respective Company specially convened for the Purpose shall by at least Three Fifths of the Votes of the Shareholders, present in Person or by Proxy thereat, otherwise determine, be of such Amount as will conveniently allow the same to be apportioned among the then Holders of the ordinary Shares and ordinary Stock of the respective Company, in proportion to the ordinary Shares and to the Number of the Portions of Fifty Pounds each of the ordinary Stock held by them respectively, and shall be offered to them at Par in that Proportion.

Offer to be made by Letter.

LXVII. Every such Offer shall be made by Letter under the Hand of the Treasurer or Secretary of the respective Company, given to every such Holder, or sent by Post addressed to him according to his Address

in the respective Company's Register, or left for him at his usual or last known Place of Abode in *England*; and every such Offer made by Letter sent by Post shall be considered as made on the Day on which such Letter in due Course of Post ought to be delivered at the Place to which it is addressed.

New Shares to vest in accepting Share-holders.

LXVIII. The new Shares so offered shall vest in and belong to the Holders who accept them.

Disposal of unaccepted new Shares to others.

LXIX. If any such Holder fail for One Month after the Offer of new Shares to accept them, the respective Company may dispose of the unaccepted new Shares created by them to any other Persons.

Directors may enlarge Time for accepting new Shares.

LXX. Provided always, That where any such Holder, from Absence abroad or other Cause satisfactory to the Directors of the respective Company, omits to signify within the Time by this Act limited his Acceptance of the Shares offered to him, the Directors, if they think proper, but not otherwise, may permit him to accept them notwithstanding the Time have elapsed.

General Disposal by Companies of new Shares.

LXXI. Except as is by this Act provided with respect to offering new Shares to existing Holders of ordinary Shares and ordinary Stock, the respective Company from Time to Time may dispose of the new Shares created by them under this Act to such Persons and on such Terms and Conditions as the respective Company think fit.

Certain Provisions of 21 & 22 Vict. c. lxxxix.

LXXII. The Provisions of Sections LXXXVIII. to XCIII., both inclusive, of "The *South-western* Railway (Works and Capital) Act, 1858," with respect to the Cancellation of Shares, and the Issue of new Shares instead of cancelled Shares, extend to this Act with respect to the *South-western* Company, and the Shares which by this Act they are authorized to create.

Dividends on new Shares.

LXXIII. Every Person who becomes entitled to any new Share issued under this Act, of any Class, shall in respect of the same be a Shareholder of the respective Company issuing the Share, and, unless before the Time of the Issue thereof it be otherwise resolved by the respective Company, be entitled to the same Dividend and the same Rights of voting and Qualification and Privileges as the Holders of the other ordinary Shares and of the ordinary Stock of the respective Company, proportioned to the whole Amount from Time to Time actually paid on the respective new Shares.

Power for South-

LXXIV. The *South-western* Company and the *Brighton* Company respectively from Time to Time may borrow on Mortgage, in addition to any

any Sums which they respectively are authorized to borrow, any Sums not exceeding the following; (that is to say,)

The *South-western* Company Ten thousand Pounds:

The *Brighton* Company Ten thousand Pounds:

South-western and Brighton Companies to borrow.

Provided always, that the respective Company shall not borrow any Part of the respective Sum until the whole of the additional Capital by this Act authorized to be raised by the respective Company is *bonâ fide* subscribed for or taken respectively, and registered in the Books of the respective Company in the Names of Persons legally entitled to those new Shares, and legally liable to pay the Amounts from Time to Time unpaid in respect thereof, nor until One Half of that whole Amount, including One Fourth of each such new Share, is paid up; provided also, that the total Amount which the Two Companies respectively, or the *South-western* Company, from Time to Time may raise by new Shares and borrowing, for the Purpose of the Transfer to them of the *Epsom and Leatherhead* Railway, Undertaking, Property, and Effects, shall not exceed the total Amount of the Capital and Debt of the *Epsom and Leatherhead* Company.

Priority of existing Mortgages.

LXXV. Provided always, That the several Mortgages from Time to Time before the passing of this Act granted by the respective Company, and on the passing of this Act in force, shall during the Continuance thereof respectively have Priority over the Mortgages from Time to Time granted by the respective Company under this Act,

Arrears may be enforced by Appointment of a Receiver.

LXXVI. The Mortgagees under this Act of the respective Company may enforce the Payment of the Arrears of Interest, or of Principal and Interest, due on their respective Mortgages, by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be One Fourth of the Amount which the respective Company are by this Act authorized to borrow.

Interest not to be paid on Calls paid up.

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

Deposit for future Bills not to be made out of

LXXVIII. The respective Company shall not, out of any Money by this Act or any other Act relating to the respective Company authorized to be raised by Shares or by borrowing, pay or deposit any Sum of Money

Epsom and Leatherhead Railway (South-western and Brighton) Act, 1860.

Company's Capital.

Money which by any Standing Order of either House of Parliament from Time to Time in force may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the respective Company to construct any Railway or execute any other Work or Undertaking.

Application of Monies.

LXXIX. All and every Part of the Money raised by the respective Company under this Act by new Shares and by borrowing shall be applied only to Purposes by this Act authorized; and the respective Company may apply for the Purposes of this Act any Money raised by them, and not required for any special Purpose for which by the Acts authorizing the raising thereof it is made applicable.

Saving Rights of Companies.

LXXX. Except as is by this Act otherwise expressly provided, nothing in this Act shall take away, lessen, alter, or prejudice any of the Estates, Rights, Powers, or Privileges of the *South-western* Company or of the *Brighton* Company, or of the *Epsom and Leatherhead* Company, or, if any, of the *Wimbledon and Dorking* Company.

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

LXXXI. This Act, or anything therein, shall not exempt any Railway to which this Act relates from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges and of the Rates for small Parcels authorized by this Act and the recited Acts respectively.

Expenses of Act.

LXXXII. All the Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act shall, unless the Two Companies otherwise agree, be paid by the *South-western* Company, and in case of a Transfer to the Two Companies, by the Two Companies in equal Shares.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1860.