ANNO VICESIMO TERTIO & VICESIMO QUARTO

VICTORIÆ REGINÆ.

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Cap. clxxx.

An Act for making a Railway from the *Mid-Sussex* Railway to the *Godalming* Branch of the *London and South-western* Railway at *Guildford*, to be called "The *Horsham and Guildford Direct* Railway." [6th *August* 1860.]

WHEREAS the making of a Railway, commencing by a Double Junction with the *Mid-Sussex* Railway in the Parishes of *Horsham* and *Itchingfield* in the County of *Sussex*, to the *London and South-western* Railway near *Guildford*, to be called "The *Horsham and Guildford Direct* Railway," would be of 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 the same 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,)

I. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 8 & 9 Vict. cc. 16. 18. & 20. incorporated.

Act, 1845," shall, save as to such of the Provisions thereof (if any) as may be expressly repealed or altered by this Act, be incorporated with and form Part of this Act.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

II. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Horsham and Guildford Direct* Railway Act, 1860."

Incorporation of Company.

III. *James Braby*, *Thomas Child*, *William McCormick*, 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 defined, 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 *Horsham and Guildford Direct* Railway Company," and by that Name 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.

IV. The Capital of the Company shall be One hundred and sixty thousand Pounds divided into Sixteen thousand Shares, and the Amount of each Share shall be Ten Pounds.

Calls.

V. 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 on Mortgage.

VI. It shall be lawful for the Company to borrow on Mortgage any Sums not exceeding in the whole the Sum of Fifty thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of One hundred and sixty thousand Pounds shall have been subscribed for, and One Half shall have been actually paid up.

Application of Monies.

VII. All and every Part of the several Sums of Money hereby authorized to be raised by Shares or Mortgage shall be applied only to the Objects and Purposes by this Act authorized.

Agreements.

VIII. The *Mid-Sussex* Railway Company and the *London, Brighton, and South Coast* Railway Company, or either of them, and the Company, may

may from Time to Time enter into Agreements with respect to the following Purposes or any of them; (that is to say,)

The Maintenance, Use, and working by the *Mid-Sussex* Railway Company and *London, Brighton, and South Coast* Railway Company, or either of them, of all or any Part of the Railway and the Use of the Works and Conveniences belonging thereto; the Conveyance by the *Mid-Sussex* Railway Company and *London, Brighton, and South Coast* Railway Company, or either of them, of the whole or any Part of the Traffic upon the said Railway:

The Division and Apportionment of such Traffic between the said Companies respectively:

The Supply of any Working or Rolling Stock required for such Purposes:

The Management, Maintenance, and Repair of the Railway:

The Costs and Expenses of such working, Management, Maintenance, and Repair:

The forwarding, Interchange, and Transmission upon or over the respective Railways of the said Companies of any Passenger or other Traffic which may be conveyed upon and from the Railways of the *Mid-Sussex* Railway Company and the *London, Brighton, and South Coast* Railway Company, or either of them, to and along the Railway, or any Part thereof, or which may be conveyed upon and from the Railway to and along the *Mid-Sussex* Railway and the *London, Brighton, and South Coast* Railway, or either of them, or any Part thereof:

The Collection, Delivery, and general Conduct of such Traffic:

The fixing of the Tolls, Rates, and Charges to be levied or taken by the said Companies or either of them in respect of the Traffic conveyed over their respective Railways or any Part thereof respectively, not exceeding the maximum Tolls, Rates, and Charges authorized by the Acts of Parliament relating to such Railways respectively:

The Collection, taking, and levying of the said Tolls, Rates, and Charges:

The Division between the said Companies of the Receipts arising from the Traffic upon their respective Railways or any Part thereof respectively, subject to any Deductions to be made therefrom, or any Rent or other Consideration to be paid by either of the said Companies to the other of them by virtue of the said Agreements.

Duration of Agreement.

Agreement not to affect Persons not Parties thereto.

IX. 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

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 Companies Parties thereto in Special Meeting assembled for that Purpose, as herein-after required.

To be approved of by Board of Trade.

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

X. 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 Companies respectively, 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: Provided that 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 or Railways 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 Board of Trade.

Agreement inoperative until approved by the Board of Trade.

Working Arrangements to be approved by Shareholders.

XI. None of the Agreements herein authorized to be entered into between the Company and the *Mid-Sussex* Railway Company and the *London, Brighton, and South Coast* Railway Company, or either of them, 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.

XII. 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

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.

As to Tolls and Charges on Railways herein named.

XIII. In estimating the Tolls or Charges to be paid during the Continuance in force of any such Contract or Agreement as aforesaid, the Railway shall be deemed to be Part of the *Mid-Sussex* Railway or Part of the *London, Brighton, and South Coast* Railway, in respect of the Traffic conveyed partly upon the Railway and partly upon the *Mid-Sussex* Railway, or partly upon the Railway and partly upon the *London, Brighton, and South Coast* Railway, as the Case may be.

First General Meeting.

XIV. The First Ordinary Meeting shall be held within Three Months after the passing of this Act.

Arrears may be enforced by Appointment of a Receiver.

XV. It shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any Mortgages 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 Five thousand Pounds in the whole.

Number and Qualification of Directors.

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

Power to vary Number of Directors.

XVII. 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.

XVIII. *Joseph Cary, Henry Hawes Fox, James Braby, Thomas Child, William Lintott*, and *John Bradshaw* shall be the First Directors.

Election of future Directors.

XIX. 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 Consolidation Act, 1845."

Quorum.

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

Newspapers for Advertisements.

XXI. 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 *Sussex*.

Railway to be made according to deposited Plans.

XXII. And whereas Plans and Sections of the said intended Railway, showing the Lines 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 Railway is intended to pass, have been deposited with the Clerk of the Peace for the County of *Sussex* and also with the Clerk of the Peace for the County of *Surrey* in the Month of *November* One thousand eight hundred and fifty-nine: 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 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.

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

A Railway communicating by a double or Fork Junction with the *Mid-Sussex* Railway in the Parishes of *Horsham* and *Itchingfield* in the County of *Sussex*, the Junction of the Southern Branch of the Fork being at or near a Point where the said *Mid-Sussex* Railway crosses the Enclosure numbered 7. on the deposited Plan of the said *Mid-Sussex* Railway, 1857, in the Parish of *Itchingfield* in the County of *Sussex*, and the Junction of the Northern Branch of the Fork being at or near a Point where the *Mid-Sussex* Railway crosses the Wood numbered 126. on the said Plan in the Parish of *Horsham* in the said County of *Sussex*, and terminating by a Junction with the *London and South-western* Railway in the Parish of *St. Nicholas, Guildford*, in the County of *Surrey*, at or near a Point about Five Chains to the Northward of the Bridge by which the Turnpike Road from *Guildford* to *Godalming* crosses the said last-mentioned Railway (the said intended Railway being about

about Fifteen Miles Forty-six Chains or thereabouts in Length), which said intended Railway and other Works will pass from, in, through, or into or be situate within the several Parishes, Townships, Townlands, and extra-parochial or other Places following, or some of them; (that is to say,) *Horsham*, *Itchingfield*, *Slinfold*, and *Rudgwick*, all in the County of *Sussex*, and *Cranley*, *Dunsford*, *Wonersh*, *Bramley*, *Shalford*, and *St. Nicholas* (*Guildford*), all in the County of *Surrey*.

As to making Railway through Lands of J. Tickner in the Parish of Bramley.

XXIV. Provided always, That in making the Railway through certain Land referred to by the Numbers 2, 2A, 3, 4, 5, 6, 7, and 9, in the Parish of *Bramley*, on the deposited Plans, claimed to belong to *James Tickner* Gentleman, the Centre Line of the Railway shall not, without the Consent in Writing of the Owner for the Time being of such Land, be set out or formed nearer to a certain Dwelling House occupied with such Land than One hundred Yards, provided the Railway can be so set out and formed within the Lines laid down on the deposited Plans as being the Limits within which Deviations from the Line of Railway may be made, nor shall the Company, without the like Consent, take or use any Land in the Parish of *Bramley* claimed to belong to the said *James Tickner*, except what may be required for the Construction of the Line of Railway, or erect any Building whatever on such Land.

Level Crossing.

XXV. Subject to the Provisions of this Act and "The Railways Clauses Consolidation Act, 1845," contained, it shall be lawful for the Company in the Construction of the Railway to carry the same with Two Lines of Railway across and upon the Level of the several Roads numbered on the deposited Plans as herein-after specified: Provided always, that it shall not be lawful for the Company in shunting Trains to or from any Siding near to the said level Crossings to pass any Train over such level Crossings, or to allow Trains to stand across the same:

Number on Plan.	Parish.	Description of Road.	Number of Rails.
117	Cranley - -	Parish Road -	Two Lines of Rails.
50A	Bramley - -	Turnpike Road -	Two Lines of Rails.

Station or Lodge to be erected at Point of Crossing.

XXVI. For the greater Convenience and Security of the Public, the Company shall erect and permanently maintain either a Station or Lodge at the Point where the Railway crosses the before-mentioned Roads on the Level; and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Board of Trade; and

and if the Company shall fail to erect or at all Times maintain such Station or Lodge, or appoint a proper Person to watch or superintend the Crossing at such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require Bridge, in lieu of level Crossing.

XXVII. It shall be lawful for the Board of Trade, if it shall appear to them necessary for the Public Safety, at any Time hereafter, either before or after the Railway shall have been completed and opened for Traffic, to require the Company, within such Time as the said Board shall direct, and at the Expense of the Company, to carry the said Road either over or under the Railway by means of a Bridge or Arch, in lieu of crossing the same on a Level, or to execute such other Works as under the Circumstances of the Case shall appear to the said Board to be best adapted for removing or diminishing the Danger arising from such level Crossing; but when such Road shall be so carried either under or over the Railway it shall not be necessary for the Company to erect or maintain any Station or Lodge at the Point where such Road may be crossed, or to appoint any Person to watch or superintend the Crossing thereat, nor shall they be liable to any of the aforesaid Penalties for Failure so to do.

Land for extraordinary Purposes.

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

Powers for compulsory Purchases limited.

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

Period for Completion of Railway, &c.

XXX. The Railway shall be completed within Four 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.

Company to construct Portion of Railway herein named within 12 Months.

XXXI. Provided always, That the Company shall construct and complete that Portion of the Railway lying between Twelve Miles and Four Furlongs and Fourteen Miles and Four Furlongs, as delineated on the deposited Plan herein-before mentioned, within the Space of Twelve Calendar Months, such Period to be computed from the Time at which they

they shall actually commence Work upon any Point in the said Portion of the Railway.

For securing Completion of Railway.

XXXII. 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 Twelve thousand Pounds, being One Eighth of 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 Twelve thousand 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 hereinafter 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 said 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 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 said 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 Twelve thousand 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 of the Treasury,) conditioned for the Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Twelve thousand Pounds if the Company shall not within the Time limited for the Completion of the Railway 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 said 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 Survivor or Survivors 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.

As to Communications with the Mid-Sussex Railway and the London and South-western Railway.

XXXIII. The Railway hereby authorized to communicate with the *Mid-Sussex* Railway and with the *London and South-western* Railway shall communicate therewith at the Point respectively where, according to the Plans deposited as in this Act mentioned, such Railway appears to communicate therewith, and at no other Point, without the Consent in Writing of the said *Mid-Sussex* Railway Company and the *London and South-western* Railway Company respectively, under their Common Seals, and all Communications between the said Railway hereby authorized and the said other Railways shall be effected in a substantial and workmanlike Manner, by means of Connexion Rails and Points of the Construction and laid in the Manner approved of from Time to Time and to the entire Satisfaction of the Engineer for the Time being of the said *Mid-Sussex* Railway Company and the *London and South-western* Railway Company respectively.

Communications with the said Railways to be made at the Expense of the Company.

XXXIV. The Expense of the Communications hereby authorized with the *Mid-Sussex* and the *London and South-western* Railways, and of all necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting such Communications, and for altering, amending, repairing, and maintaining such Openings, Rails, and Points, and of regulating and adjusting the same, shall be borne and paid by the Company; and all such Communications, Openings, and Works shall not only be in the first instance made and done, but shall also from Time to Time, at the Expense of the Company, be altered, amended, repaired, and maintained, to the Satisfaction of the Engineers for the Time being of the said *Mid-Sussex* and *London and South-western* Railway Companies respectively on each Occasion, and in such Manner and Form and by such Ways and Means as shall not in anywise prejudice or injure the said *Mid-Sussex* Railway or the said *London and South-western* Railway, or impede, obstruct, or interfere

interfere with the free, uninterrupted, and safe passing along the same respectively.

Signals to be erected, &c., and Persons appointed by the Company to prevent Danger at Point of Junction.

XXXV. The *Mid-Sussex* and the *London and South-western* Railway Companies respectively from Time to Time may erect such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Switchmen, or other Persons, as such Companies may deem necessary, for the Prevention of Danger or Obstruction to or Interference with Traffic at and near the Junctions between the Railway hereby authorized and the *Mid-Sussex* and the *London and South-western* Railways respectively; and the working and Management of Signals, Works, and Conveniences shall be under the exclusive Management and Regulation of such Companies respectively; and all the Costs and Expenses of erecting and maintaining such Signals, Works, and Conveniences, and the Wages of such Watchmen, Switchmen, and other Persons, shall at the End of every Half Year be repaid by the Company to the *Mid-Sussex* Railway Company and the *London and South-western* Railway Company respectively; and in default of such Repayment the Amount of such Costs, Expenses, and Wages may be recovered from the Company by the *Mid-Sussex* Railway Company and the *London and South-western* Railway Company respectively in any Court of competent Jurisdiction.

Company not to take Property of the Mid-Sussex and London and South-western Railways, or interfere with the Railways or Works.

XXXVI. Notwithstanding anything in this Act contained, it shall not be lawful for the Company, or for any Company or Person, under or in execution of this Act, either permanently or temporarily, to enter upon, take, or use any of the Land or Property of the said *Mid-Sussex* Railway Company or of the *London and South-western* Railway Company, or which they have Power to take under their Act of Parliament, or to construct any Railways or Branch Railways across the same, either on the Level or otherwise, or in any Manner to alter, vary, or interfere with the said *Mid-Sussex* Railway or the *London and South-western* Railway, or any of the Works appertaining thereto, save only for the Purpose of effecting the respective Junctions hereby authorized in manner aforesaid.

Company not to acquire any Ownership in Land of Mid-Sussex or London and South-western Companies.

XXXVII. Notwithstanding anything in this Act contained, the Company shall not, for the Purpose of forming or maintaining the Communications hereby authorized by the *Mid-Sussex* Railway and the *London and South-western* Railway respectively, acquire any Ownership of or in any Land or Property of the *Mid-Sussex* Railway Company or of the *London and South-western* Railway Company, but only an Easement or Right so to form and maintain such Communications upon the Land or Property of the *Mid-Sussex* Railway Company or of the *London and South-western* Railway Company, as the Case may be.

Power to the London and Brighton

XXXVIII. The *London, Brighton, and South Coast* Railway Company may contribute to or subscribe for and take and hold Shares in the intended

and South Coast Company to to subscribe the Undertaking.

intended Railway, and for that Purpose may apply any Monies which by any of their Acts relating to their Railway they are authorized to raise, the Application of which is not by such Acts or any of them otherwise directed and prescribed: Provided always, that the Subscription of such Company shall not exceed in the whole the Sum of Seventy-five thousand Pounds.

Power for the subscribing Companies to raise Money by Shares.

XXXIX. The *London, Brighton, and South Coast* Railway Company may, with the Sanction of not less than Three Fifths of the Votes of their Shareholders present, personally or by Proxy, at any Extraordinary Meeting convened with Notice of this Object, from Time to Time raise such Sums as may be required for the Purposes of their Subscription under this Act by the Creation of new Shares in their Undertaking of such Amount as the Meeting creating the same shall determine; and the said *London, Brighton, and South Coast* Railway Company may attach to such Shares any preferential Interest or Dividend not exceeding the Rate of Five Pounds *per Centum per Annum*, as to them shall seem fit.

Disposition of new Shares.

XL. Any new Shares created by the *London, Brighton, and South Coast* Railway Company, under the Powers of this Act, may be disposed of in such Manner and to such Persons and on such Conditions as that Company shall think fit.

Qualifications of new Shareholders.

XLI. All new Shares in the *London, Brighton, and South Coast* Railway Company created under the Powers of this Act shall, in proportion to the aggregate Amount of such Shares held by the same Person at the same Time, confer the like Qualifications and Right of voting as original Shares of the same aggregate nominal Value in the said Company.

Defining Profits applicable to preferential Dividends.

XLII. All new Shares created by the said *London, Brighton, and South Coast* Railway Company, under the Powers of this Act, shall be entitled to the preferential Dividend (if any) which may have been attached to the same as aforesaid out of the Profits of the said Company in each Year applicable to Dividend on those Shares, in priority to the ordinary Shares in the Company.

Saving existing Preference Shares.

XLIII. Any Preference or Priority in the Payment of Interest or Dividend on any Shares or Stock which may be granted by the *London, Brighton, and South Coast* Railway Company, in pursuance of this Act, shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock which may have been granted by the same Company by or in pursuance of or which may have been confirmed by any Act of Parliament passed prior to the passing of this Act, or which may otherwise be lawfully subsisting.

XLIV. The

Powers of their Acts applied to the raising of such Money.

XLIV. The several Powers and Provisions of the Acts relating to the *London, Brighton, and South Coast* Railway Company, with respect to the Creation and Issue of Shares, shall apply to the Shares from Time to Time created and issued under this Act by the said Company.

Power to agree for Use of Portion of London and South-western Railway.

XLV. It shall be lawful for the Company and the *London and South-western* Railway Company mutually to enter into and carry out such Agreements as they may think fit for the Use by the Company of that Portion of the *London and South-western* Railway which is situate between the Point of Junction of the Railway hereby authorized with the *London and South-western* Railway and the *Guildford* Station thereof inclusive, and for the Passage of the Company's Engines, Carriages, and Waggons upon, over, and along the said Portion of the *London and South-western* Railway, and for the Use of the said *Guildford* Station, and the Roads, Platforms, Water Engines, and Works and Conveniences connected with the said Portion of Railway and Station respectively; and after any such Agreement it shall be lawful for the Company to carry on the said Portion of the *London and South-western* Railway such Passengers, Goods, Animals, Minerals, and other Traffic as may have been carried by the Company upon the Railway hereby authorized, and therefrom to the said Portion of the *London and South-western* Railway, or may be destined to be carried by the Company from the said Portion of the *London and South-western* Railway to and upon the Railway hereby authorized, but not including any Passengers, Goods, Animals, Minerals, or other Traffic requiring to pass only between the Junction hereby authorized, or any Station of the Company near thereto, and any Point on the *London and South-western* Railway; and it shall be lawful for the Company to charge in respect of such Traffic any Tolls, Rates, and Duties by this Act authorized in respect of similar Passengers, Goods, Animals, Minerals, and other Traffic on the said intended Railway.

Agreement not to affect Persons not Parties thereto.

XLVI. Provided always, That no such Agreement as aforesaid shall in any Manner alter or affect, increase or diminish, any of the Tolls which the respective Companies Parties thereto shall for the Time being be respectively authorized and entitled to demand or receive from any other Person or Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the said Railways or either of them upon the same Terms and Conditions, and on Payment of the same Tolls, as they would have been in case no such Agreement had been entered into.

Saving Rights of the Mid-Sussex and London

XLVII. Nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities of or vested in or

and South-western Companies.

or belonging to the said *Mid-Sussex* Railway Company or of the *London and South-western* Railway Company.

Tolls.

XLVIII. It shall be lawful for the Company to demand any Tolls for the Use of the Railway not exceeding the following; (that is to say,)

For Goods, &c.

In respect of the Tonnage of all Articles conveyed upon the Railway or any Part thereof, as follows:

For First-class Goods described in the Schedule hereunto annexed, *per* Ton *per* Mile One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

For Second-class Goods described in such Schedule, *per* Ton *per* Mile not exceeding One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny:

For Third-class Goods described in such Schedule, *per* Ton *per* Mile not exceeding Twopence Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny:

For Fourth-class Goods described in such Schedule, *per* Ton *per* Mile not exceeding Threepence Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny:

For Fifth-class Goods described in such Schedule, *per* Ton *per* Mile not exceeding Fourpence Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny Halfpenny:

And for every Carriage, of whatever Description, having more than Two Wheels, not being a Carriage adapted and used for travelling on a Railway, carried or conveyed on a Truck or Platform not belonging to the Company, *per* Mile not exceeding Fivepence; and if having only Two Wheels, *per* Mile Fourpence; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum of One Penny *per* Mile.

Tolls for Passengers and Animals.

In respect of Passengers and Animals conveyed in Carriages on the Railway, as follows:

For any Person 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 Halfpenny:

For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any such Carriage, *per* Mile not exceeding Fourpence; and if conveyed in or upon any Carriage belonging to the

the Company, an additional Sum *per* Mile not exceeding One Penny:

For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, *per* Mile not exceeding One Penny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny:

For every Calf or Pig, Sheep or Lamb, or other small Animal, conveyed in or upon any such Carriage, *per* Mile not exceeding One Halfpenny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing.

Tolls for propelling Power.

XLIX. The Tolls which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Regulations as to Tolls.

L. The following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For Articles or Persons (excepting Third-class Passengers) conveyed on the Railway for a less Distance than Three Miles the Company may demand the Tolls and Charges herein-before prescribed as for Three Miles:

For a fractional Part of a Mile beyond Three Miles or beyond any greater Number of Miles the Company may demand Tolls on Goods and Animals for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

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

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

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

Tolls for small Parcels and Articles of great Weight.

LI. And with respect to small Packages and single Articles of great Weight, notwithstanding the Rate or Tolls prescribed by this Act, the Company may lawfully demand Tolls not exceeding the following; (that is to say,)

For

For the Carriage of small Parcels the Company may demand any Sum which they may think fit, not exceeding the Rates following:

Not exceeding in Weight Seven Pounds, Threepence; exceeding Seven and not exceeding Fourteen Pounds, Sixpence; exceeding Fourteen and not exceeding Twenty-eight Pounds, Tenpence; exceeding Twenty-eight and not exceeding Fifty-six Pounds, One Shilling and Threepence; exceeding Fifty-six and not exceeding Five hundred Pounds, such Sum as they think proper: Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Stone or Timber, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Sixpence *per* Ton *per* Mile:

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

Passengers Luggage.

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

Maximum Charges for Conveyance of Passengers.

LIII. It shall not be lawful for the Company to demand or receive any greater Sum in respect of the Carriage of Passengers conveyed on the Railway than Twopence and Two Fifth Parts of a Penny *per* Passenger *per* Mile in respect of any Passenger travelling in a First-class Carriage, One Penny and Four Fifth Parts of a Penny *per* Passenger *per* Mile in respect of any Passenger travelling in a Second-class Carriage, and One Penny and One Fifth Part of a Penny *per* Passenger *per* Mile in respect of any Person travelling in a Third-class Carriage, including the Charges for the Use of Carriages and locomotive Power, and all other Charges incidental to such Conveyance.

Maximum Charges for Conveyance of Goods and Cattle.

LIV. It shall not be lawful for the Company to charge, in respect of the several Articles, Matters, and Things, and of the several Description of Animals herein-after mentioned, conveyed on the Railway, any greater Sum, including the Charges for the Use of Carriages, Waggons, or Trucks, and for locomotive Power, and all other Charges incident to such

such Conveyance, than the several Sums herein-after mentioned; (that is to say,)

For First-class Goods described in the Schedule hereunto annexed, *per* Ton *per* Mile Twopence:

For Second-class Goods described in such Schedule, *per* Ton *per* Mile Threepence:

For Third-class Goods described in such Schedule, *per* Ton *per* Mile Fourpence:

For Fourth-class Goods described in such Schedule, *per* Ton *per* Mile Fivepence:

For Fifth-class Goods described in such Schedule, *per* Ton *per* Mile Sixpence:

For every Carriage, of whatever Description, having more than Two Wheels, and not being a Carriage adapted and used for travelling on a Railway, *per* Mile Fivepence Farthing; and if having only Two Wheels, *per* Mile Fourpence Farthing:

For every Horse, Mule, or Ass, *per* Mile Fivepence:

For every Ox, Cow, Bull, or Neat Cattle, *per* Mile One Penny Halfpenny:

For every Calf or Pig, *per* Mile One Penny:

For every Sheep, Lamb, or other small Animal, *per* Mile One Farthing.

Tolls for separate Trucks for Cattle, &c.

LV. Provided always, That if any Person shall desire to hire and retain a separate Waggon or Truck for the Conveyance of Cattle or Sheep belonging to him, it shall not be lawful for the Company to charge any greater Sum, including all the Charges aforesaid, than Ninepence *per* Mile for every Waggon or Truck capable of containing conveniently Six Beasts of ordinary Size, or Thirty Sheep.

Company may take increased Charges, by Agreement.

LVI. Nothing herein contained shall be held to prevent the Company from taking any increased Charges, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance of such Goods (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation to such Goods.

Restriction as to Charges not to apply to Special Trains.

LVII. 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 said Railway, but shall apply to the Express and Ordinary Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the said Railway.

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

LVIII. It shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the said Railway Company authorized

rized 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.

LIX. 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 or hereafter to be 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 exempt from Provisions of present and future General Acts.

LX. 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.

Expenses of Act.

LXI. 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.

SCHE-

SCHEDULE referred to in this Act.

FIRST CLASS.

Alkali.
Alum.
Bark.
Bricks.
Bones for Manure.
Brooms and Broom Handles.
Bran.
Chalk.
Coal.
Coke.
Compost.
Cement.
Tiles.
Dung.
Eggs.
Flint.
Flour.
Fireclay.
Fuller's Earth.
Guano.
Grain.
Gas or Water Pipes.
Iron and Wood, not otherwise enumerated.
Lime.
Lead.
Malt.
Meal.
Nitrate of Soda.
Oil Cakes, in Casks.
Potatoes.
Pollard.
Salt for Manure.
Sand.
Stone, paving or building.
Slates.
Spelter.

SECOND CLASS.

Ale and Porter in Casks.
Bacon.
Butter in Casks.
Cider.
Charcoal.
Copper.
Hair.
Hemp.
Hides.
Hops.
Hoofs.
Hoops.
Hop Poles.
Iron Hoop, sheet or small Rods.
Lard.
Lead, White or Red.
Marble in Blocks.
Molasses.
Nails.
Paints.
Pitch.
Plaster.
Rags.
Rice.
Resin.
Salt.
Saltpetre.
Seed.
Soap.
Soda.
Steel.
Sugar, Raw.
Sulphur.
Tallow.
Tar.
Tin Tubing.
Vinegar.
Whitening.
Wool.

THIRD CLASS.

Canvas.
Cording.
Carpetting.
Earthenware.
Flax.
Floorcloth.
Fruit.
Groceries.
Hay.
Hardware.
Herrings, dried.
Iron Castings, liable to Damage.
Leather.
Machinery.
Mats.
Mineral Waters.
Oil in Casks.
Oil Cakes, loose.
Paper.
Rope.
Snuff.
Spirits and Wine in Wood.
Stationery.
Tow.
Turpentine.
Varnish.
Veneers.

FOURTH CLASS.

Agricultural Implements.
Bottled Liquor.
Books.
Butter, Fresh.
Cork.
China.
Drapery.
Drugs.
Fish.
Haberdashery.
Hosiery.
Joiners Work.
Linens.
Luggage.
Meat.
Poultry, dead.
Silks.
Sugar, Refined.
Tinned Ware.
Wearing Apparel.
Woollens.

FIFTH CLASS.

Bonnets.
Carboys.
Feathers.
Furniture.
Glass.
Harps.
Hats.
Musical Instruments.
Oil in Jars.
Pianos.
Pictures and light Articles, per Agreement.
Poultry, alive.

All Goods not enumerated to be charged in the Class to which they are analogous.

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