ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

Cap. cli.

An Act for making a Railway from *Horsham* to *Dorking*; and for other Purposes.

[17th *July* 1862.]

WHEREAS the making of a Railway to connect the Towns of *Horsham* and *Dorking* in the Counties of *Sussex* and *Surrey* would be of great public and local Advantage: And whereas Plans of the said intended Railway, and of the Lands proposed to be taken for the Purposes of this Act, and Sections showing the Levels of the said Railway, together with a Book of Reference to such Plans, were on or before the Thirtieth Day of *November* last deposited with the Clerks of the Peace for the Counties of *Sussex* and *Surrey*: And whereas it is expedient that a Deviation of the proposed Railway, as defined on the said Plans, should be made, commencing in the Parish of *Ockley* in the County of *Surrey* in or near a Field numbered on those Plans 35 in that Parish, and terminating in the Parish of *Horsham* in the County of *Sussex* in a Field numbered on the said Plans 29 in that Parish; and Plans of the said Deviation and of the Lands proposed to be taken for the Purposes thereof, and Sections showing the Levels of the said Deviation, together with a Book of Reference to such Plans, were on or about the Seventh Day of *April* One thousand eight hundred and sixty-two deposited with the said Clerks of the Peace: And whereas the

The Horsham, Dorking, and Leatherhead Railway Act, 1862.

Persons herein-after named are willing, with others, to carry the said Undertaking into execution: And whereas the said Railway is proposed to form a Junction with the Railway of the *London, Brighton, and South Coast* Railway Company, and it is expedient that that Company be empowered to subscribe towards the Construction thereof, and to guarantee Dividends and Interest upon the Money expended in and about such Construction: And whereas it is expedient that Provision should be made for enabling the Company on the one hand, and the *London, Brighton, and South Coast* Railway Company on the other hand, to enter into Contracts and Agreements with respect to the working, Use, Management, and Maintenance by those Companies, or either of them, of the Railway, and with respect to the Payment and Contribution by and between those Companies or either of them towards the Costs, Charges, and Expenses of such working, Use, Management, and Maintenance, and with respect to the Regulation, Management, and Transmission of the Traffic upon the Railway and upon the Railway of the *London, Brighton, and South Coast* Railway Company, and with respect to the Collection, Payment, Division, Apportionment, Appropriation, and Distribution of the Tolls, Rates, and Charges arising from such respective Traffic: And whereas the several Objects aforesaid 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:

8 & 9 Vict. cc. 16. 18. & 20., and 23 & 24 Vict. c. 106. incorporated.

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

Short Title.

2. This Act may be cited for all Purposes as "The *Horsham, Dorking, and Leatherhead* Railway Act, 1862."

Interpretation of Terms.

3. The Expression "the Company," used herein, shall denote the Company incorporated by this Act; the Expression "the Railway," used herein, shall denote the Railway hereby authorized to be made, or any Part thereof; and the Expression "the *Brighton* Company" shall mean the *London, Brighton, and South Coast* Railway Company.

Incorporating Company.

4. *Walter Wyndham Burrell, William Robert Seymour Vesey Fitzgerald, John Labouchere,* 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 by the Name of "The *Horsham, Dorking, and*

and Leatherhead Railway Company," for the Purpose of making and maintaining the Railway herein-after described, with all proper Works and Conveniences belonging thereto, according to the Provisions of this Act and the Acts incorporated herewith, and for other the Purposes herein and in the said Acts contained, and for the Purposes aforesaid the said Company shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein and in the said Acts contained.

Capital.

5. The Capital of the Company shall be One hundred and twenty thousand Pounds, and all and every Part of the Money so to be raised shall be applied only in carrying into execution the Objects and Purposes of this Act.

Shares.

6. The Number of Shares into which the said Capital shall be divided shall be Twelve thousand, and the Amount of each Share shall be Ten Pounds.

Calls.

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

Closing of Transfer Books.

8. It shall be lawful for the Directors to close the Register of Transfer for a Period not exceeding Seven Days previous to each Special or Extraordinary Meeting, and they may fix a Day for the closing of the same, of which Seven Days Notice shall be given by Advertisement in the Newspaper herein prescribed, and any Transfer made during the Time when the Transfer Books are so closed shall, as between the Company and the Party claiming under the same, but not otherwise, be considered as made subsequently to such Special or Extraordinary Meeting.

Power to borrow on Mortgage.

9. It shall be lawful for the Company to borrow on Mortgage any Sum not exceeding the Sum of Forty thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital Sum of One hundred and twenty thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the Capital has been subscribed for *bonâ fide* and is held by the Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable; and all and every Part of the Monies so to be borrowed on Mortgage shall be applied only in carrying into execution the Objects and Purposes of this Act.

10. It

Arrears may be enforced by Appointment of a Receiver.

10. It shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver in the event of the Principal and Interest Monies due on such Mortgages not being duly paid; the aggregate Amount of the Principal Money owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Four thousand Pounds in the whole.

First and other General Meetings.

11. The First Ordinary Meeting of the Company shall be held within Three Months after the passing of this Act, and the future Ordinary Meetings shall be held in the Month of *February* and *August* in each Year, and all Meetings, whether Ordinary or Extraordinary, shall be held in *London*.

Scale of Voting.

12. The Scale according to which the Shareholders may vote in respect of their Shares shall be as follows; (that is to say,)

For every Share up to Five Shares, One Vote;

And an additional Vote for every Five Shares beyond the First Five.

Number of Directors.

13. Subject to the Provisions herein-after contained for increasing or reducing the Number of Directors, the Number of Directors shall be Six, and the Qualification of each Director shall be the Possession in his own Right of Fifty Shares in the Undertaking.

Power to reduce the Number of Directors.

14. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, but the whole Number of Directors after any such Reduction shall not be less than Three: Provided, that after any Reduction the Number of Directors may from Time to Time be again increased to any Number not exceeding Six.

Directors.

15. *Walter Wyndham Burrell*, *William Robert Seymour Vesey Fitzgerald*, *John Labouchere*, Sir *John Henry Pelly* Baronet, *Lee Steere*, and Sir *Percy Florence Shelley* Baronet shall be the First Directors of the Company.

Quorum.

16. The Quorum of a Meeting of Directors shall be Three, and Two if the Number of Directors be reduced to Three.

Election of Directors.

17. 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 of them, or may elect new Directors to supply the Place of those not continuing in Office, the Directors appointed by this Act being eligible for Re-election; and at the corresponding Ordinary Meeting to be held in the next and every succeeding Year the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then

then retiring from Office in rotation, agreeably to the Provisions in "The 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 last-mentioned Act.

Newspaper for Advertisements.

18. The Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper published in *London*.

Power to make Railway according to deposited Plans.

19. Subject to the Provisions in this Act contained, the Company may make and maintain the Railway herein-after mentioned, with all proper Stations, Works, and Conveniences connected therewith, in the Lines and according to the Levels shown upon the Plans and Sections relating to the said Railway deposited on or before the Thirtieth Day of *November* last as aforesaid, except as regards so much thereof as is situate between the said Fields numbered 35 in the Parish of *Ockley* and 29 in the Parish of *Horsham*, and as regards the Portion of Railway situate between those respective Fields in the Line and according to the Levels shown upon the said Plans and Sections deposited as aforesaid on or about the Seventh Day of *April* One thousand eight hundred and sixty-two, and upon the Lands delineated upon the said respective Plans, and described in the Book of Reference to such Plans, and may enter upon, take, and use all or any of the said Lands as may be necessary for those Purposes; (that is to say,)

A Railway commencing in the Parish of *Horsham* in the County of *Sussex* by a Junction with the *London, Brighton, and South Coast* Railway at or near the *Horsham* Station thereon, and terminating in the Parish of *Dorking* in the County of *Surrey* by a Junction with the *Reading, Guildford, and Reigate* Line of the *South-eastern* Railway Company at or near the *Boxhill* Station thereon: Provided that, in constructing the Railway between the Properties in the Parish of *Capel*, numbered 69 and 93 respectively on the Plan deposited on the said Seventh Day of *April* One thousand eight hundred and sixty-two, the Company shall not make any Deviation of the Centre Line of the Railway to the Eastward of that shown on the Plan deposited as aforesaid without the written Consent of *Thomas Lambert* Esquire, or other the Owner or Owners for the Time being of *Greenhurst* Farmhouse in the said Parish of *Capel*.

Lands for extraordinary Purposes.

20. The Company from Time to Time, in addition to the other Lands which they are by this Act authorized to purchase, may for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," purchase by Agreement any Quantity of Land adjoining or near to the Railway not exceeding Three Acres.

Confirming Agreement with Mr. Lambert.

21. And whereas with reference to the said altered Line certain Articles of Agreement bearing Date the Twenty-fourth Day of *May* One thousand eight hundred and sixty-two, between *John Labouchere* and *Walter Wyndham Burrell* Esquires on behalf of the Company of the one Part, and *Thomas Lambert* of the other Part, have been made and entered into: Therefore the said Articles of Agreement, and every Clause, Matter, and Provision therein contained, shall be and the same are hereby confirmed, and shall be binding on the Company to all Intents and Purposes whatsoever, to the same Extent and as fully and effectually in all respects as if the same Articles of Agreement had been made and executed under the Seal of the Company instead of under the Hands of the said *John Labouchere* and *Walter Wyndham Burrell*.

As to Junctions with other Railways.

22. All Communications between the Railway hereby authorized and the *London, Brighton, and South Coast* and the *South-eastern* 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 by and to the reasonable Satisfaction of the Engineer for the Time being of the Company with whose Railway the respective Communications shall be made.

Saving Rights of Railway Companies herein named.

23. Nothing in this Act contained shall, except where otherwise specifically enacted, prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities of or vested in or belonging to the *London, Brighton, and South Coast* and the *South-eastern* Railway Companies, or of or belonging to any or either of those Companies, but all their Rights, Powers, and Authorities under their several Acts of Parliament and otherwise are, except as aforesaid, expressly saved and reserved as against and with respect to the Company.

Powers for compulsory Purchases limited.

24. 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 Works.

25. The Railway shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this or the said Consolidation Acts granted to the Company for executing the Railway or otherwise in relation thereto shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Deposit Money not to be repaid until Line opened, or Half the

26. 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 Nine thousand six hundred Pounds, being Eight *per Centum* of the Amount of the Estimate of the Expense of the Railways authorized by this Act, has been deposited with the Court of

Capital paid up and expended, except on Execution of Bond, &c.

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 Nine thousand six hundred Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of that Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations 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 that One Half; and if the said Period shall expire before the said Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said 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 of *Great Britain* and *Ireland*; provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Nine thousand six hundred Pounds shall have been executed by the said Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Nine thousand six hundred Pounds if the Company shall not within the Time limited for the Completion of the said Railway either open the same for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee 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 that One Half, and if such Bond shall have been deposited with the Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate

of

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 Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls for Goods, &c.

27. With respect to Goods and Carriages conveyed upon the Railway, the Company may demand for the Use of the Railway and for Carriages, when supplied by them, any Tolls not exceeding the respective Tolls following; (to wit,)

For First-class Goods described in the Schedule to this Act, *per* Ton *per* Mile One Penny; and if conveyed in Carriages belonging to the Company, One Halfpenny *per* Ton *per* Mile in addition:

For Second-class Goods described in that Schedule, *per* Ton *per* Mile One Penny; and if conveyed in Carriages belonging to the Company, One Penny *per* Ton *per* Mile in addition:

For Third-class Goods described in that Schedule, *per* Ton *per* Mile Twopence; and if conveyed in Carriages belonging to the Company, One Penny *per* Ton *per* Mile in addition:

For Fourth-class Goods described in that Schedule, *per* Ton *per* Mile Threepence; and if conveyed in Carriages belonging to the Company, One Penny *per* Ton *per* Mile in addition:

For Fifth-class Goods described in that Schedule, *per* Ton *per* Mile Fourpence; and if conveyed in Carriages belonging to the Company, One Penny *per* Ton *per* Mile in addition:

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, *per* Mile Fivepence, and if having only Two Wheels, *per* Mile Fourpence:

For all Goods not enumerated in the Schedule to this Act the Company may demand the same Tolls as for the Class to which such Goods are analogous.

Tolls for Passengers and Animals.

With respect to the Conveyance of Passengers and Animals upon the Railway, the Company may demand for the Use of the Railway, and for Carriages when supplied by them, any Tolls not exceeding the following; (to wit,)

With respect to the Conveyance of Passengers:

Class 6. For every Person conveyed in or upon any Carriage *per* Mile Twopence; and if conveyed in or upon any Carriage belonging to the Company, One Halfpenny *per* Mile in addition:

With

With respect to the Conveyance of Animals:

Class 7. For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any Carriage, *per* Mile Threepence; and if conveyed in or upon any Carriage belonging to the Company, One Penny *per* Mile in addition:

Class 8. For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any Carriage, *per* Mile One Penny; and if conveyed in or upon any Carriage belonging to the Company, One Halfpenny *per* Mile in addition:

Class 9. For every Calf, Pig, Sheep, or Lamb, or other small Animal conveyed in or upon any Carriage, *per* Mile One Halfpenny; and if conveyed in or upon any Carriage belonging to the Company, One Farthing *per* Mile in addition.

Tolls for propelling Power.

28. The Tolls which the Company may demand and receive 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: Provided always, that nothing hereinbefore contained shall extend to any Case in which any Special Train may be required and be allowed by the Company.

Regulations as to the Tolls.

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

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

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company may demand Tolls on Animals and Merchandise 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 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:

For a Fraction of a Penny in the gross Amount of Tolls and Charges in respect of a Passenger or Article for the entire Distance carried, the Company may demand a Penny:

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 on in proportion for any smaller Quantity.

Tolls for small Parcels and single Articles of great Weight.

30. And with respect to small Packages and single Articles of great Weight, the Company, notwithstanding the Rates of Tolls prescribed by this Act, may lawfully demand the Tolls following; (that is to say,)

For the Carriage of any small Parcel such Sum as they may think proper, not exceeding the Rates following; (that is to say,)

Not exceeding in Weight Seven Pounds, Threepence:

Exceeding Seven Pounds and not exceeding Fourteen Pounds, Fivepence:

Exceeding Fourteen Pounds and not exceeding Fifty-six Pounds, Sevenpence:

Exceeding Fifty-six Pounds and not exceeding Five hundred Pounds, such Sum as they may think fit:

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 Terms 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 Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons, but shall not exceed Eight Tons, the Company may demand such Sums as they may think fit, not exceeding Sixpence *per* Ton *per* Mile:

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

Passengers Luggage.

31. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, One hundred and fifty 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 Passengers.

32. 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 Passenger travelling in a Third-class Carriage, including the Charges for the Use of Carriage and locomotive Power and all other Charges incidental to such Conveyance.

For Conveyance of Goods and Cattle.

33. It shall not be lawful for the Company to charge, in respect of the several Articles, Matters, and Things, and of the several Descriptions of Animals herein-after mentioned, conveyed on the Railway, any greater Sum,

Sum, including the Charges for the Use of Carriages, Waggons, or Trucks, and for locomotive Power, and all other Charges incident to such Conveyance (except a reasonable Charge for the Expense of loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company), than the several Sums herein-after mentioned; (that is to say,)

For First-class Goods described in the Schedule to this Act, Twopence *per* Ton *per* Mile:

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

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

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

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

For all Goods not enumerated in that Schedule, the maximum Rates hereby fixed for the Class analogous to such Goods:

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; and if having only Two Wheels, *per* Mile Fourpence:

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

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:

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

Tolls for separate Cattle Trucks.

34. Provided always, That if any Person shall desire to hire or 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 an ordinary Size or Thirty Sheep.

Restrictions as to Charges not to apply to Special Trains.

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

36. Nothing

Increased Charges may be taken by Agreement.

36. Nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges hereinbefore 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 said Company in relation thereto.

Power to Brighton Company to contribute towards Construction of new Lines of Railway.

37. The *Brighton* Company may from Time to Time, with the Consent of Three Fifths at least of the Votes of the Proprietors in that Company, present personally or by Proxy, at a Meeting specially convened for the Purpose, subscribe to and contribute Funds towards the Construction of the Railway and become Shareholders in the Company to any Extent, not exceeding in the whole Seventy-five thousand Pounds, which such Meeting shall think fit.

Power to Brighton Company to guarantee Interest, &c. on Monies expended in Construction of new Lines.

38. The *Brighton* Company may from Time to Time, by and with the Consent of Three Fifths of the Votes of the Proprietors in that Company, present personally or by Proxy, at a Meeting specially convened for the Purpose, guarantee out of the Profits of their Undertaking applicable to Dividend, but not out of any other Funds, the Payment of and pay Interest or Dividends at and after a Rate not exceeding Four Pounds *per Centum per Annum* on all or any Part of the Monies expended by the Company for the Purposes of this Act, for such Period and upon such Conditions as may be mutually agreed upon by or on behalf of the *Brighton* Company and the Company: Provided always, that such Guarantee shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend granted or assigned by the *Brighton* Company to any Shares or Stock in their Undertaking before the passing of this Act or confirmed by any Act of Parliament, or otherwise lawfully subsisting at the Time of the passing of this Act.

Power to Brighton Company to appoint Persons to vote.

39. The Directors of the *Brighton* Company may, when and so long as that Company continue Shareholders in the Undertaking of the Company, appoint some Person or Persons (whether a Shareholder or Shareholders in the Company or not) to vote at any Meeting of the Company on behalf of the *Brighton* Company, and may from Time to Time revoke any such Appointment or Appointments and appoint any other Person or Persons in that Behalf; and the Person or Persons so for the Time being holding such Appointment or Appointments shall have the same Right of voting at any such Meeting as he or they would have if he or they held in his or their own Right the Share or Shares in the said Undertaking in respect of which he or they shall have been appointed to vote, without Prejudice to any Right of voting to which he or they respectively may be entitled in respect of any Shares held by him or them in his or their own Right.

40. The

Power to Brighton Company to appoint Directors.

40. The *Brighton* Company, while Shareholders in the Undertaking of the Company, may from Time to Time appoint not exceeding Three Persons (and whether a Shareholder in the Company or not) to be Directors of the Company, and may from Time to Time remove any Directors so appointed and appoint another or others (and whether a Shareholder in the Company or not) to be a Director or Directors of the Company in the Place of any such Director or Directors so removed, or who shall die, or by Writing under his or their Hand resign his Office.

Places to be ceded to such Directors.

41. If at any Time by means of any such Appointment of Directors by the *Brighton* Company the Number of Directors in Office shall be increased to more than Six, then so many of the Directors personally in Office on behalf of the Company as may be necessary in order to reduce the Number to Six shall forthwith retire from Office, and if not agreed upon between themselves the Persons to retire shall be determined by Ballot among themselves.

Instruments of Nomination, &c.

42. Every such Appointment, Revocation, and Removal by the *Brighton* Company of any Director or Person to vote on their Behalf shall be evidenced by an Instrument in Writing under the Hand of the Chairman for the Time being of the Directors of the *Brighton* Company, which shall be delivered to the Company and kept with their Records, and shall be at all reasonable Times open to the Inspection and Transcription of all Parties interested, and every such Instrument shall, as between the Company and the *Brighton* Company, be sufficient Evidence of the Facts therein stated.

Power to Brighton Company to apply Monies for Purposes of Act.

43. The *Brighton* Company from Time to Time may for the Purposes of any such Subscription apply any Money now or from Time to Time belonging to them or under their Control, not required for Purposes authorized by any Act or Acts of Parliament relating to that Company.

Power to Brighton Company to raise Money by Creation of Stock or Shares.

44. The *Brighton* Company may from Time to Time raise such Sums, not exceeding in the whole Seventy-five thousand Pounds, as may be required for the Purpose of the Subscription by this Act authorized by the Creation of Stock and of new Shares in the Undertaking of the *Brighton* Company, of such Amount and to be appropriated and disposed of in such Manner, to such Persons, and on such Conditions as the Meeting creating the same shall determine, and may from Time to Time, with the Sanction of not less than Three Fifths of the Votes of their Shareholders present, personally or by Proxy, at any Extraordinary Meeting of the *Brighton* Company convened with Notice of this Purpose, attach to all or any Part of such new Shares or Stock any Preference or Priority in Payment of Dividend or Interest, not exceeding the Rate of Five *per Cent. per Annum* on the Amount of the Stock or on the Amount for the Time being paid up on the Shares to which the same is attached;

and also, if the Company so think fit, attach to all or any of such new Shares or Stock any total or partial, permanent or temporary Restrictions of the Right of voting and other Qualifications of the Holders thereof.

Power to Brighton Company to raise Money on Mortgage.

45. Provided always, That the *Brighton* Company may from Time to Time, if they think fit, raise any Sum not exceeding One Third of the Amount from Time to Time subscribed by them, by borrowing on Mortgage instead of by the Creation of new Shares or Stock.

As to Payment of preferential Dividends on new Shares created by Brighton Company.

46. The new Shares or Stock in the *Brighton* Company created under the Powers of this Act shall be entitled to the preferential Dividend, if any, which may have been attached to them by that Company as aforesaid, out of the Profits of the *Brighton* Company each Year in priority to the ordinary Shares and Stock in that Company; but if in any Year ending the Thirty-first Day of *December* there shall not be Profits of the *Brighton* Company available for the Payment of the full Amount of such preferential Dividend for that Year, the Deficiency, or any Part thereof, shall not be made good out of the Profits of any subsequent Year or out of any other Funds of the *Brighton* Company.

Saving Rights of existing Preference Shares.

47. Provided also, That any Preference or Priority in the Payment of Interest or Dividend, which may be granted by the *Brighton* Company in respect of any new Shares or Stock 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 previously granted by that Company by or in pursuance of or which may be confirmed by any Act of Parliament passed prior to this Act, or to be passed in the present Session of Parliament, or which may otherwise be lawfully subsisting.

Saving Rights of existing Mortgages.

48. All Mortgages granted by the *Brighton* Company before the passing of this Act, and which shall be in force at the Time of the passing of this Act, shall have Priority over all Mortgages granted by the *Brighton* Company by virtue of this Act.

Application of Provisions of 8 & 9 Vict. c. 16. to Shares, &c. of Brighton Company created by this Act.

Construction of certain Terms.

49. In all respects not otherwise provided for by or under the Powers of this Act, "The Companies Clauses Consolidation Act, 1845," shall apply to the Capital Stock and Shares created by the *Brighton* Company under the Powers of this Act; and in construing that Act with reference to such Capital Stock and Shares, the Expression "the Special Act" shall mean this Act, the Expression "the Undertaking" shall mean the Undertaking of the *Brighton* Company, and the Expressions "lawful Interest," "legal Interest," and "Interest at the Rate allowed by Law," shall respectively mean Interest at the Rate of Five Pounds *per Centum per Annum*.

50. The

Power to Company and Brighton Company to enter into Working and Traffic Arrangements.

50. The Company and the *Brighton* Company may from Time to Time make and enter into and carry into effect any Contracts or Agreements with respect to the following Purposes or any of them; (that is to say,)

The Use and Working by the *Brighton* Company of the Railway and the Works and Conveniences connected therewith:

The Passage over the Railway of the Engines and Carriages of the *Brighton* Company:

The Conveyance by the *Brighton* Company of all or any Part of the Traffic passing over the Railway:

The Supply of Engines, Carriages, and Rolling Stock by the *Brighton* Company for or in respect of the Railway:

The Accommodation, Conveyance, forwarding, Interchange, Regulation, and Management of the Traffic on, to, and from the Railway:

The Division between the Company and the *Brighton* Company of the Tolls and Fares arising from such Traffic:

The Tolls, Rates, Duties, and Charges, or other Consideration to be charged in respect of such Traffic or to be paid in respect of such User, and the fixing and apportioning of such Tolls, Rates, Duties, and Charges or other Consideration, or any of them:

The Maintenance and Repair of the Railway:

The Costs and Expenses of such Working, Management, Maintenance, and Repair.

Duration of Agreement.

51. Any such Contract or Agreement shall be and continue for such a Term or Period as shall be mutually agreed upon between the Company and the *Brighton* Company, but no such Contract or Agreement shall have any Operation until the same shall have been approved of by the Board of Trade, and no such Contract or Agreement shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the Companies Parties thereto shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company; but all other Persons and Companies shall, notwithstanding any such Contract or Agreement, be entitled to the Use and Benefit of the Railway 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 Contract or Agreement had been entered into: Provided always, that the said Board shall not approve such Contract or Agreement without being satisfied that the same has been duly assented to by the Shareholders of the respective Companies Parties thereto in Special Meeting assembled for that Purpose in manner herein-after mentioned.

To be approved by the Board of Trade.

Agreements not to affect Persons not Parties thereto.

Revision of Agreement.

52. If at the Expiration of Ten Years after any such Contract or Agreement shall have been entered into, and so from Ten Years to Ten Years, the Board of Trade are of opinion that the Public Interests are injuriously

injuriously affected by any of the Terms or Conditions thereof, the Board of Trade may require the Parties thereto to modify the Terms and Conditions of such Contract or Agreement in such Manner as the Board of Trade may think necessary for removing the public Injury, and such Contract or Agreement shall be modified accordingly: Provided, that before the Board of Trade shall proceed to revise any such Contract or Agreement the Company shall, and they are hereby required to, publish such Notices of the intended Revision as the Board of Trade shall direct.

Agreement may be renewed by Approval of Board of Trade.

53. At the Expiration of the said Contract or Agreement the Company and the *Brighton* Company, with the Consent in Special Meeting of the Shareholders of such Companies respectively as by this Act required, and subject to the Approval of the Board of Trade, may enter into a further Contract or Agreement for all or any of the Purposes aforesaid: Provided, that before such Companies shall enter into any such further Contract or Agreement as aforesaid they shall give Notice of their Intention to enter into such Contract or Agreement by Advertisement, in a Form to be approved of by the Board of Trade, inserted once in each of Three 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 every such Contract or Agreement, when approved by the Board of Trade, but not before, shall be valid at Law or in Equity; and provided further, that any such Contract or Agreement, during the Subsistence thereof, shall be subject to the Revision of the Board of Trade on the Expiration of every Ten Years, as herein-before provided in regard to the First Agreement between the Companies Parties thereto.

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

Agreement inoperative until approved by Board of Trade.

Tolls during Contracts.

54. During the Continuance of any Contract or Agreement which may be entered into under the Authority of this Act, the Railway and the Railways of the *Brighton* Company shall, for the Purposes of Tolls and Charges, be considered as One Railway; and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railway and partly on the Railways of the *Brighton* Company for a less Distance than Three Miles, Tolls and Charges may only be charged as for Three Miles; and in respect of Passengers, for each Mile or Fraction of a Mile beyond Three Miles, Tolls and Charges as for One Mile only; and in respect of Animals, Minerals, and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Three Miles, Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, and Goods or other Matters, partly on the Railway and partly on the Railways of the *Brighton* Company.

55. The

Appointment of Joint Committee for carrying the Agreement into effect.

55. The Company and the *Brighton* Company may by any such Contract or Agreement as aforesaid appoint a Joint Committee, composed of such Number of their Directors as such Companies may think proper, and from Time to Time may alter, vary, and renew any such Committee as Occasion may require, and may regulate the Proceedings of such Committee, and may delegate to such Committee all such Powers of the said Companies respectively as may be necessary for carrying into effect the Purposes of such Agreement, and every such Joint Committee so appointed shall and may exercise the Powers so for the Time being delegated to them, in like Manner as the same might have been had and exercised by the said Companies respectively, or their respective Directors.

Working Arrangements not to take effect unless approved of by Three Fifths of the Shareholders.

56. None of the Powers and Provisions of this Act, with reference to the Matters in respect of which the Company and the *Brighton* Company are by this Act authorized to make Contracts and Agreements, shall have any Operation or Effect unless and until the Contracts or Agreements intended to be made for such Purposes respectively shall have been submitted to and approved by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at Meetings of the Companies specially convened for that Purpose.

Meeting how to be convened.

57. Such Meetings shall be called by Advertisement inserted once at least in Two successive Weeks in some Newspaper of the respective Counties in which the principal Offices of the respective Companies are situate, the last of which Advertisements shall be published not less than Seven Days before such respective Meetings, and also by Circular addressed to each Shareholder entitled to vote at Meetings of the respective Companies, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to the giving of Notices.

Interest not to be paid on Calls paid up.

58. It shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls actually 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 Company from paying to any Shareholder such Interest on any Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

59. It shall not be lawful for the Company, out of any Money by any Act relating to the Company authorized to be raised for the Purposes of such Act, 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 Company to construct any other Railway or to execute any other Work or Undertaking.

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

60. Nothing herein contained shall be deemed or construed to exempt the Railway or the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies now in force or which may hereafter pass during this 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 and of the Rates for small Parcels authorized by this Act.

Expenses of Act.

61. All the Costs, Charges, and Expenses of and incident to the obtaining of this Act, and preparatory thereto, shall be paid by the Company.

The SCHEDULE referred to in the foregoing Act.

FIRST CLASS.

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

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 Rod.
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.
Whiting.
Wool.

THIRD CLASS.

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

FOURTH

FOURTH CLASS.

Agricultural Implements.	Drugs.	Woollens.
Bottled Liquors.	Fish.	Luggage.
Books.	Haberdashery.	Poultry, dead.
Butter, fresh.	Hosiery.	Tinned Ware.
Cork.	Joiners Work.	Wearing Apparel.
China.	Silks.	Meat.
Drapery.	Linen.	Sugar, refined.

FIFTH CLASS.

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

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