ANNO VICESIMO TERTIO & VICESIMO QUARTO

VICTORIÆ REGINÆ.

Cap. clxxi.

An Act to enable the *London, Brighton, and South Coast* Railway Company to make certain Alterations in their Coast Lines and in the Line of the *West End of London and Crystal Palace* Railway, a new Channel for the River *Arun*, and other Works; and for other Purposes.

[23d *July* 1860.]

WHEREAS by the Local and Personal Act (9 and 10 *Victoria*, Chapter 283.), to consolidate and unite the *London and Brighton* and the *London and Croydon* Railway Companies, and the Undertakings belonging to them, (and which Act is herein-after called "the Consolidation Act,") the Company known as the *London, Brighton, and South Coast* Railway Company (but herein-after called "the Company") were incorporated, and the *Brighton, Lewes, and Hastings* Railway (herein-after called "the *Hastings* Line") and the *Brighton and Chichester* Railway (herein-after called "the *Chichester* Line") were vested in the Company, together with other Railways and Works, and the whole of the Railways, Branches, and Works so vested were directed to be called "The *London, Brighton, and South Coast* Railway:" 9 & 10 Vict. c. cclxxxiii.

16 & 17 Vict. c. clxxx. Railway:" And whereas by "The *West London and Crystal Palace* Railway Act, 1853," the *West End of London and Crystal Palace* Railway Company (herein-after called "the *West End* Railway Company") were incorporated, and were authorized to make and maintain certain Railways and Works (herein-after comprised under the Name of "the *West End* Railway"), consisting of (first) a Railway commencing at a Point on the *London and South-western* Railway near its Junction with the *Windsor, Staines, and Richmond* Railway in the Parish of *Saint Mary, Battersea*, in the County of *Surrey*, and terminating in the *Crystal Palace Park* in the Hamlet of *Penge* in the same Parish; (secondly) a Railway from the first Railway to join by a double Junction the *London, Brighton, and South Coast* Railway at or near the *Norwood* Station on that Railway; (thirdly) a Railway commencing from a Point on the first Railway in the said Parish of *Saint Mary, Battersea*, and terminating near the South End of the Bridge then in course of Erection across the River *Thames*, to lead from *Chelsea* to *Battersea Park* (being the Bridge authorized by the Public General Act, 9 and 10 *Victoria*, Chapter 39., and now completed); and (fourthly) a Wharf or Landing Place near to or adjoining the South End of that Bridge; and by the Act now in recital the *West End* Railway Company were authorized to take the Tolls therein specified: And whereas the *West End* Railway is complete and open for Traffic:

17 & 18 Vict. c. ccx. Whereas by "The *West London and Crystal Palace* Railway (Extension to *Farnborough*) Act, 1854," the *West End* Railway Company were authorized to make and maintain an Extension Line of Railway (herein-after called "the *Farnborough Extension*"), commencing by a Junction with the *West End* Railway near the said *Norwood* Station, and terminating at *Farnborough* in the County of *Kent*: And whereas by "The

20 & 21 Vict. c. cxliii. *West London and Crystal Palace* Railway Act, 1857," the *West End* Railway Company were authorized to sell the *West End* Railway or any Part thereof to "the Company," and "the Company" were authorized to purchase the same for such Consideration and on such Terms and Conditions as those Two Companies might mutually agree on: And whereas, under or by virtue of Three several Agreements, dated respectively the Second Day of *June* One thousand eight hundred and fifty-seven, the Thirty-first Day of *December* One thousand eight hundred and fifty-seven, and the Tenth Day of *March* One thousand eight hundred and fifty-eight, and made between the *Battersea Park* Commissioners of the one Part and the *West End* Railway Company of the other Part, the said Commissioners agreed to sell, and the *West End* Railway Company agreed to purchase, for the several Sums of Sixty-one thousand six hundred Pounds, Four hundred and fifty Pounds, and Three thousand seven hundred and forty-seven Pounds Twelve Shillings and Sixpence, making together the aggregate Sum of Sixty-five thousand seven hundred and ninety-seven Pounds Twelve Shillings and Sixpence, several Pieces of Land at *Battersea*, and the *West End* Railway Company

Company were liable to pay that aggregate Sum to the said Commissioners by Five equal Instalments, the first of which Instalments is payable on the Twenty-fifth Day of *March* One thousand eight hundred and sixty-three, and One of the remaining Four Instalments on the Twenty-fifth Day of *March* in each of the Four succeeding Years; and in the meantime, until the aggregate Sum should be paid, the *West End* Railway Company were liable to pay to the said Commissioners Interest thereon, or on so much thereof as for the Time being should remain unpaid, at the Rate of Four Pounds *per Centum per Annum*, by equal half-yearly Payments, on the Twenty-ninth Day of *September* and the Twenty-fifth Day of *March* yearly: And whereas by "The *West London and Crystal Palace* Railway Act, 1858," the aforesaid several Agreements between the *Battersea Park* Commissioners and the *West End* Railway Company were confirmed, and by the same Act the *West End* Railway Company were authorized, for the Purpose of paying the Purchase Money for the said Lands so agreed to be purchased of the said *Battersea Park* Commissioners, and for such other Purposes as are therein expressed, to raise any Sum or Sums of Money not exceeding in the whole the Sum of Seventy thousand Pounds by the Creation of new Shares or Stock in manner therein expressed: And whereas no Part of the Capital authorized by the last-mentioned Act has been created: And whereas, in pursuance of "The *West London and Crystal Palace* Railway Act, 1857," the *West End* Railway Company have sold and transferred, and "the Company" have purchased, the *West End* Railway (not including the *Farnborough Extension*), together with all Sidings, Stations, Station Houses, Engines, Sheds, Refreshment Rooms, Buildings, Edifices, Lands, Roads, Approaches, Works, Conveniences, and Appurtenances belonging thereto, and also (amongst others) the said Three several Agreements between the *Battersea Park* Commissioners and the *West End* Railway Company, and the Rights and Liabilities of that Company under the same: And whereas it is expedient that the Sale by the *West End* Railway Company to and the Purchase by "the Company" of the *West End* Railway should be confirmed: And whereas the *West End* Railway Company have agreed to sell the *Farnborough Extension* to the *London, Chatham, and Dover* Railway Company: And whereas it is expedient to provide for the Dissolution of the *West End* Railway Company: And whereas by "The *West London Extension* Railway Act, 1859," the *London and North-western* Railway Company and the *Great Western* Railway Company were, for the Purposes of making and maintaining the Railways, Docks, and Works by that Act authorized, and the carrying of that Act into execution, united into One Company, by the Name of the *West London Extension* Railway Company, with a Capital of Three hundred thousand Pounds, of which "the Company" were required to contribute not less than One Sixth; and by that Act (Section 50.) the *West London Extension* Railway Company were empowered to enter upon, take, and use all or any

21 & 22 Vict. c. civ.

22 & 23 Vict. c. cxxxiv.

any of the Lands shown upon the Plans deposited as in that Act mentioned, and to make and maintain (amongst other Railways and Works) a Railway, being the Main Line, to commence by a Junction with the *West London* Railway in the Parishes of *St. Mary Abbots, Kensington*, and *Fulham*, or One of them, in the County of *Middlesex*, to cross the River *Thames* by means of a Bridge, and to terminate by a Junction with the authorized Line of the *Victoria Station and Pimlico* Railway Company in the Parish of *St. Mary, Battersea*, in the County of *Surrey*, and certain other Railways and Works therein described: And whereas by the same Act (Section 57.) it was provided, that with respect to that Portion of the Main Line which was proposed to be made between a Property numbered on the deposited Plan in that Act mentioned 197. in the Parish of *Saint Mary, Battersea*, and the Termination of the Main Line in that Parish, the *West London Extension* Railway Company should not commence the Works of that Portion of the Main Line, or take, use, enter upon, or interfere with any Land for the Purposes thereof, until the Expiration of Eighteen Months after the passing of that Act, and that if within that Period there were made a Junction of the main Line with the *West End* Railway at or near the said Property numbered 197., and there were laid down from that Junction to the Point at the Southern End of the authorized Railway Bridge over the River *Thames* where the *West End* Railway was to form a Junction with the *Victoria* Station and *Pimlico* Railway such Lines of Rails on the Broad as well as on the Narrow Gauge throughout, with all such Sidings, Works, and Conveniences adapted for the User of that Portion of the *West End* Railway, and the Works and Conveniences thereof, as should be proper and sufficient for the Purposes of Traffic on the Broad as well as on the Narrow Gauge, then the Powers of the *West London Extension* Railway Company with respect to making that Portion of the Main Line, and to entering upon, taking, and using Lands for the Purposes thereof, should cease: And whereas it is expedient that the Company should be empowered to make a Deviation (herein-after called "the *Ford Deviation*") of the *Chichester* Line at or near the *Ford* Station on that Line, with a Bridge for carrying the same over the River *Arun*, and to discontinue the Use of the Portion of that Line lying between the Commencement and Termination of the *Ford Deviation*, together with the existing Bridge carrying that Line over that River: And whereas it is expedient that the Company should be empowered to make a Railway (herein-after called "the *Mid-Sussex Junction*") from the *Ford Deviation* to join the *Mid-Sussex* Railway in the Parish of *Hardham* in the County of *Sussex*: And whereas it is expedient that the Company should be empowered to make a Tramway (herein-after called "the *Arundel* Tramway") from the *Mid-Sussex* Junction to *Arundel*: And whereas it is expedient that the Company should be empowered to make a Railway (herein-after called "the *Littlehampton Branch*") from the *Ford Deviation* to *Littlehampton*: And

whereas

whereas it is expedient that the Company should be empowered to make a Deviation (herein-after called "the *Southover Deviation*") of the *Hastings* Line in the Parishes of *Southover* and *South Malling* in the County of *Sussex*, with a Bridge for carrying the same over the River *Ouse*, and to discontinue the Use of a Portion of that Line lying between the Commencement and Termination of the *Southover Deviation*, together with the existing Bridge carrying that Line over that River: And whereas, in order to secure the Formation of the Junction and other Works, and the Cesser of the Powers referred to in the said 57th Section of "The *West London Extension* Act, 1859," it is expedient that the Company should be empowered to make a Deviation (herein-after called "the *Battersea Alteration*") of the *West End* Railway in the Parish of *Saint Mary, Battersea*, in the County of *Surrey*, to terminate by a Junction with the Railway of the *Victoria* Station and *Pimlico* Railway Company at or near the South End of the Bridge for carrying that Railway over the River *Thames*, and comprising a Junction with the *West London Extension* Railway in the same Parish, with Rails and Works adapted for the Broad Gauge as well as the Narrow Gauge, and to discontinue the Use of so much of the *West End* Railway as will be rendered unnecessary by such Alteration: And whereas it is expedient to empower the Company on the one hand, and the *Great Western* Railway Company, the *London and North-western* Railway Company, and the *West London Extension* Railway Company, or any One or more of them, on the other hand, to enter into and carry into effect such Traffic Arrangements and other Arrangements as herein-after provided for with reference to the *Battersea Alteration*, and the Junction comprised therein, and the *West End* Railway: And whereas it is expedient to empower the Company to make, in connexion with the *Mid-Sussex Junction*, a new Cut or Channel for the River *Arun* in the Parishes of *Burpham* and *South Stoke*, or One of them, in the County of *Sussex*: And whereas it is expedient that the Company should be authorized, with the Consent of the Parties interested therein, to purchase the Bridge over the River *Adur* at or near *Old Shoreham* in the County of *Sussex*, built under the Powers of an Act of Parliament for that Purpose passed in the Twenty-first Year of the Reign of King *George* the Third, Chapter 35., and the Ferry over that River, and which Bridge and Ferry were, by the Local and Personal Act, 11 *George* the Fourth, Chapter 63., vested in the Most Noble *Bernard Edward* Duke of *Norfolk*, and other the Person or Persons for the Time being entitled in possession to certain Settled Estates in that Act mentioned: And whereas by "The *Mid-Sussex and Midhurst Junction* Railway Act, 1859," the *Mid-Sussex and Midhurst Junction* Railway Company (herein-after called the *Midhurst* Company) were incorporated, with a Share Capital of Seventy thousand Pounds, and with Power to borrow on Mortgage Twenty thousand Pounds, and were authorized to make a Railway commencing by a Junction with the *Coultershaw* Branch of the *Mid-Sussex* Railway in the Parish of *Petworth*,

22 & 23 Vict. c. cxxv.

Petworth, and terminating in the Parish of *Cocking*, both in the County of *Sussex*; and by that Act "the Company" were authorized to enter into Agreements for working that Railway: And whereas that Railway, together with the *Mid-Sussex* Railway (which under an Agreement made by virtue of "The *Mid-Sussex* Railway Act, 1857," the Company now work, and which, under "The *London, Brighton, and South Coast* Railway (New Lines) Act, 1858," and "The *London, Brighton, and South Coast* Railway Company's Act, 1859," they have Powers to use, and also to take on Lease and Purchase), will form a continuous Line of Railway connected with the Undertaking of "the Company:" And whereas for the Purpose of securing the due Completion of the *Mid-Sussex and Midhurst* Railway it is expedient that the Company should be empowered to subscribe towards the Undertaking, and give Guarantees to the Mortgagees, and (to the Extent herein-after limited in that Behalf) appoint Directors of the *Midhurst* Company: And whereas at the Time of the passing of "The *London, Brighton, and South Coast* Railway Company (Capital) Act, 1858," the Sums which "the Company" were authorized to raise for the Purposes of their Undertaking, by Shares or Stock, and by borrowing, (including Two hundred thousand Pounds by that Act authorized to be raised,) amounted to Eight million Pounds: And whereas by "The *London, Brighton, and South Coast* Railway (New Lines) Act, 1858," and "The *London, Brighton, and South Coast* Railway Companies Act, 1859," the Company have been authorized, for the Purposes of their Undertaking, to raise by the Creation of Shares or Stock further Sums, amounting to Two hundred and fifty-five thousand Pounds, and by borrowing further Sums, amounting to Eighty-three thousand Pounds: And whereas the estimated Expense of the proposed Works herein-before described and authorized by this Act is Two hundred and fifty thousand Pounds: And whereas it is expedient that the Company should be empowered to raise further Sums, for the Purposes of those Works and other the Purposes of this Act and of the general Undertaking of the Company, and that the Powers and Provisions of the several Acts relating to the Company and to the other Undertakings herein-before referred to should be altered and amended: And whereas the 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; (that is to say,)

Short Title.

I. This Act may be cited for any Purpose as "*London, Brighton, and South Coast* Railway Act, 1860."

8 & 9 Vict. cc. 18. & 20. incorporated.

II. "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Act, 1845," (except in so far as those Acts are altered by this Act,) shall be incorporated with this Act.

III. The

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

III. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Distribution of the Capital of the Company into Shares, with respect to the Transfer or Transmission of Shares, with respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls, with respect to the Forfeiture of Shares for Nonpayment of Calls, with respect to the borrowing of Money by the Company on Mortgage or Bond, with respect to the Conversion of the borrowed Money into Capital, and with respect to the Consolidation of the Shares into Stock, shall be incorporated with this Act, and shall, in all respects not in this Act otherwise provided for, respectively apply to all Shares and Stock created and to all Mortgages and Bonds granted and Monies borrowed under the Powers of this Act; and in those Clauses and Provisions the Expression "the Company" shall have the same Meaning as in this Act.

Interpretation of Terms.

IV. In construing this Act, and in connexion with this Act the Acts and Parts of Acts incorporated herewith, the following Words and Expressions shall (unless the Subject or Context be repugnant to or inconsistent with such Construction) have the respective Meanings herein-after assigned to them; (that is to say,)

The Expression "the Special Act" shall mean this Act:

The Expression "Interest at the Rate allowed by Law," and all other Expressions importing legal or lawful Interest, shall respectively mean Interest at the Rate of Five Pounds *per Centum per Annum*:

The Expression "Superior Courts" shall include all Courts of competent Jurisdiction;

The Expression the "Bridge Property" shall include the Bridge over the River *Adur* at or near *Old Shoreham* built under the Powers of the said Act of the Twenty-first Year of the Reign of King *George* the Third, and the Ferry over the said River, and the Approaches, Lands, Tenements, Works, and Buildings belonging thereto respectively, and the Tolls and Powers of levying Tolls thereon or in respect thereof respectively, and all other Powers, Rights, and Privileges incident thereto respectively:

The Expression "the Railway" and the Expression "the Undertaking" in "The Railways Clauses Consolidation Act, 1845," shall respectively include the Tramway and new Cut or Channel by this Act authorized to be constructed, and the Works connected therewith respectively, as well as the Railways by this Act authorized to be constructed, and the Works connected therewith:

The Expressions "Clerks of the several Parishes in *England*" and "Parish Clerks" in "The Railways Clauses Consolidation Act, 1845," shall, as regards the Parish of *St Mary, Battersea*, respectively mean the Clerk of the District Board of Works for the District of *Wandsworth*.

V. All

Same Meanings to other Terms as in Acts incorporated.

V. All Words and Expressions to which by any Act wholly or partially incorporated with this Act Meanings are assigned shall in this Act have the respective Meanings so assigned to them, unless the Subject or Context be repugnant to or inconsistent with such Construction, or other Meanings be assigned to them by this Act.

Power to make new Works according to deposited Plans, &c.

VI. And whereas Plans and Sections of the proposed Railways and other Works, showing the Lines and Levels thereof respectively, and also Books of Reference containing the Names of the Owners and Lessees or reputed Owners and Lessees and Occupiers of the Lands through which the same are intended to pass, or which may be required for the Purposes thereof, have been deposited with the respective Clerks of the Peace for the Counties of *Surrey* and *Sussex*: Therefore, subject to the Provisions in this Act contained, the Company may enter upon, take, and use all or any of the Lands delineated on those Plans and described in those Books of Reference, and, subject to the Provisions and with the Powers of Deviation in this Act and the incorporated Acts contained, they may make and maintain the Railways and Works herein-after specified in the Lines delineated on those Plans and according to the Levels defined on those Sections.

Not to take certainLands of Battersea Park Commissioners.

VII. Provided always, That nothing in this Act contained shall authorize the Company to enter upon, take, or use any Lands vested in the *Battersea Park* Commissioners (other than and except the Lands comprised in the said Three several Agreements between the said Commissioners and the *West End* Railway Company) without the Consent in Writing of the said Commissioners under their Common Seal first had and obtained for that Purpose, which Consent the said Commissioners are hereby authorized and empowered to give, if and when they shall think fit, and subject to such Conditions, Restrictions, and Terms as to them may seem proper and expedient.

Description of Works.

VIII. The Railways and Works by this Act authorized comprise the following:

Ford Deviation.

(The *Ford Deviation.*)—A Deviation Railway (No. 1), commencing in the Parish of *Ford* in the County of *Sussex* by a Junction with the *Chichester* Line at or near the *Ford* Station on that Line, and terminating in the Parish of *Leominster* in the same County by a Junction with the *Chichester* Line at or near the Bridge No. 248, carrying an Occupation Road over that Line, together with a Bridge for carrying the *Ford Deviation* over the River *Arun*:

Mid-Sussex Junction.

(The *Mid-Sussex Junction.*)—A Railway (No. 2), commencing in the said Parish of *Leominster* near the Bridge which carries the *Chichester* Line over the River *Arun*, and forming a Junction there with the *Ford Deviation*, and terminating in the Parish of *Hardham* in the County of *Sussex* by a Junction with the *Mid-Sussex* Railway

Railway near the Crossing by that Railway of an Occupation Road leading from the *Arundel and Horsham* Road to *Sharp's Mill*:

The Arundel Tramway.

(The *Arundel* Tramway.)—A Tramway (No. 3), commencing in the said Parish of *Leominster* by a Junction with the *Mid-Sussex Junction* in or near a Field called *Little Hanger*, numbered 127. in the Tithe Commutation Map of that Parish, and terminating in the Parish of *Arundel* in the County of *Sussex* at or near the Southward End of the Wharves and Premises now or late occupied by *Thomas Marshall* and *William Fry* on the East Side of the River *Arun*:

Littlehampton Branch.

(The *Littlehampton Branch.*)—A Railway (No. 4), commencing in the Parish of *Littlehampton* in the County of *Sussex* in or near a Field adjoining the *Ferry Road* on the Eastward Side of that Road, now or late occupied by *Thomas Staples*, and terminating by a Junction with the *Ford Deviation* in the said Parish of *Leominster* near the Bridge carrying the *Chichester* Line over the River *Arun* there:

Southover Deviation.

(The *Southover Deviation.*)—A Deviation Railway (No. 6), commencing in the Parish of *Southover* in the County of *Sussex* by a Junction with the *Hastings* Line to the Westward of the Crossing by that Line of the River *Ouse*, and terminating in the Parish of *South Malling* in the same County to the Eastward of that Crossing, together with a Bridge for carrying the *Southover Deviation* over the River *Ouse*:

Battersea Alteration.

(The *Battersea Alteration.*)—A Railway (No. 7), wholly in the Parish of *Saint Mary, Battersea*, in the County of *Surrey*, commencing by a Junction with the *West End* Railway to the Southward of a Foot Bridge carrying a public Footway over that Railway at or near *Long Hedge Farm*, and terminating by a Junction with the Railway of the *Victoria* Station and *Pimlico* Railway Company, as authorized to be constructed, at or near the South End of the Bridge by which that Railway is to be carried over the River *Thames*, including a Junction of the *Battersea Alteration* with the *West London Extension* Railway at or near the said Property numbered as aforesaid 197. in the said Parish of *Saint Mary, Battersea*:

Arun-River Diversion.

A new Cut or Channel for the River *Arun* in the Parishes of *Burpham* and *South Stoke*, or One of them, in the County of *Sussex*, commencing to the Southward of *Offham Farm House*, and terminating to the Northward of that Farmhouse, and the Diversion of the Waters of the River *Arun* into that new Cut or Channel.

Battersea Alteration to be made on both Gauges.

IX. The *Battersea Alteration* (including the Junction with the *West London Extension* Railway) shall be constructed with such Lines of Rails on the Broad as well as on the Narrow Gauge throughout, with all such Sidings, Works, and Conveniences adapted for the User thereof, and the Works and Conveniences thereof, as shall be proper and

and sufficient for the Purpose of Traffic on the Broad as well as the Narrow Gauge.

Company not to take Land of London and South-western Company without Consent.

X. Nothing in this Act contained shall authorize the Company to alter the Level of the *London and South-western* Railway, or, without the Consent in Writing of the *London and South-western* Railway Company under their Common Seal for that Purpose first had and obtained, take or enter upon any of the Lands of the *London and South-western* Railway Company, or to alter, vary, or interfere with the *London and South-western* Railway or any of the Works thereof, further or otherwise than is necessary for the Construction of the Railway No. 7. by this Act authorized under the *London and South-western* Railway at the Point indicated on the deposited Plan of that Railway.

Not to interfere with London and South-western Railway without Consent.

XI. Notwithstanding anything in this Act contained, the Company shall not, for the Purpose of so forming or maintaining the intended Railway No. 7. under the *London and South-western* Railway, acquire any Ownership of or in any Land or Property of the *London and South-western* Railway Company, but only an Easement or Right so to form and maintain and use the intended Railway under the *London and South-western* Railway, and the Company shall not enter upon or interfere with the *London and South-western* Railway, or any of the Land or Works of the *London and South-western* Railway Company, or execute any Work whatsoever under or affecting the same, until they shall have delivered to that Company full and satisfactory Plans, Drawings, and Specifications of the Works intended to be executed under or affecting the *London and South-western* Railway, and the Land and Works thereof, such Plans, Drawings, and Specifications to describe the Manner of executing the intended Works, and the Materials to be used for the Purpose, nor until those Plans, Drawings, and Specifications shall have been examined and approved in Writing under his Hand by the principal Engineer of the *London and South-western* Railway Company, or, in the event of his neglecting or declining to approve the same for One Calendar Month after such Plans, Drawings, and Specifications shall have been delivered to that Company, until the same shall have been so examined and approved by an Engineer to be appointed by the Board of Trade, and the same Works shall be executed according to such approved Plans, Drawings, and Specifications, under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the *London and South-western* Railway Company.

Company to pay to London and South-western Company

XII. During the Construction of the Railway No. 7, hereby authorized, under and adjacent to the Line of the *London and South-western* Railway, the Company will bear, and on Demand will pay to the *London and South-western* Railway Company, the Expense of the Employ-

Expenses of Watchmen during Construction of Battersea Deviation.

Employment by them of a sufficient Number of Inspectors or Watchmen to be appointed by them, for watching their Railway, with reference to and during the Execution of the intended Works, and for preventing, as far as may be, all Interference, Obstruction, Danger, and Accident to arise from any of the Operations of the Company, or from the Acts or Defaults of any Person or Persons in their Employ or otherwise: Provided always, that, unless the Engineer of the *South-western* Company shall certify that more are necessary, the Number of such Inspectors or Watchmen shall not exceed Two.

Penalty in case of Interruption of Traffic on the London and South-western Railway.

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

Company to pay all Damages sustained by London and South-western Railway Company.

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

Saving Rights of London and South-western Company.

XV. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *London and South-western* Railway Company, otherwise than is herein expressly provided.

Nothing to affect Rights of London, Chatham, and Dover Company under Sect. 16. of 21 & 22 Vict. c. cvii.

XVI. Nothing herein contained shall affect the Rights, Powers, and Privileges of the *London, Chatham, and Dover* Railway Company under or by virtue of the 16th Section of the *East Kent* Railway, Western Extension Act, 1858; and such Section, and the Agreement therein referred to, shall apply to the said *Battersea Alteration* Line, as if such Line had formed Part of the *West London and Crystal Palace* Railway mentioned in such Section.

Mode of erecting Bridge across

XVII. Subject to the Approval of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or of the Commissioners for

the River Arun.

for the Time being for executing the Office of Lord High Admiral, the Piers of the Bridge to be built for carrying the *Ford Deviation* Railway across the River *Arun* shall consist either wholly of Piles, or the same shall be so otherwise constructed as to present the least possible Obstruction to the Ebb and Flow of the Tide, or to the free Outfall to the Sea of the upland Waters of the said River; and also the said Bridge shall have Five clear Openings between the Banks of the said River, Two of such Openings to be of the Width of Forty Feet each, and Three of Thirty Feet each, which Openings shall be situate and be placed in such Parts and at such Angles in the said River as the Commissioners of the Port of *Arundel* for the Time being, under the Hand of their Clerk, shall direct; and the said Bridge shall be so constructed as to leave One clear Opening for Navigation of Forty Feet; and the said Bridge so to be erected by the Company over the said River *Arun* shall be erected and built in such Manner that the Height of the under Side of the Five Openings of the Bridge shall be at least Ten Feet above the Level of the highest Spring Tides; and further, that oblique Lines of guiding Piles shall be erected and for ever after maintained by the Company from the more Western of the Two Forty Feet Openings of the said Bridge, from each Side of such last-mentioned Opening, connecting the Piers of the said Bridge with both Banks of the said River for the Distance following; that is to say, from the Pier situate on the West Side of such Opening extending North for the Distance of Three hundred and fifty Feet, and from the said Pier extending South for the Distance of Three hundred Feet from the End of the Northern Extremity of the Pier between the Two Forty Feet Openings for the Distance of Three hundred Feet, and from the Southern Extremity of the same Pier Three hundred and fifty Feet; and that a proper Towing-path shall be formed and for ever maintained and kept in good Repair by the Company on the West Side of the said River upon the guiding Piles so to be erected as aforesaid, so as to afford Convenience to tracking of Vessels through the Opening of the said Bridge for Navigation.

Extent of Waterway to be preserved under Bridge.

XVIII. The Company shall at all Times keep a clear aggregate Waterway under the said Bridge of not less than Seventy Feet in Width at Low-water Mark, measuring from the Western Side of the Pier between the Two Forty Feet Openings, and for such Purpose the Company are hereby authorized and required to remove any Obstructions in the said River within One hundred Yards of the said intended Bridge, and to take away all Beds of Gravel, Sand, and Mud, or other Impediments, within the like Distance from the said Bridge, and to cut the Banks of the said River within the same Distance on each Side, in such Manner as they shall judge necessary and proper for keeping and preserving the Navigation of the said River near and under the said Bridge free and open at all Times.

XIX. The

Providing for the opening of the Bridge for the Passage of Vessels.

XIX. The opening Part of the said Bridge shall at all Times when required be opened by some Person or Persons appointed expressly for that Purpose, by and at the Expense of the Company, in such Manner that Vessels may be as little interrupted as possible in passing through the said Bridge, and that no Vessel, Barge, or Boat navigating the said River shall, under any Pretence whatever, be detained by the Company, or by any Person acting on their Behalf, at the said Bridge, for a longer Period of Time than Twenty Minutes before the opening of the said Bridge for the Passage of such Vessel, Barge, or Boat through the same, such Vessels taking their Turn in due Course as they arrive, and not being guilty of any Neglect or unnecessary Delay so as to keep the said Bridge open longer than is proper and necessary; and the said Bridge and the Works connected therewith shall be always kept in sufficient Repair by and at the Cost of the Company.

Penalty for unnecessary Detention of Vessels.

XX. It shall not be lawful for the Company, or any Person under their Authority or on their Behalf, to detain any Vessel, Barge, or Boat navigating the said River, except for a sufficient Space of Time to admit of any Carriage or Trains regularly traversing the said Railway, and approaching the said Bridge to cross the said River, and for opening the said Bridge to admit such Vessel, Barge, or Boat to pass; and that in case the Company or any Person shall detain any Vessel, Barge, or Boat contrary to the Provisions of this Act, the Offender shall in every such Case, and for every Vessel, Barge, or Boat so detained, forfeit the Sum of Ten Pounds; but nothing in this Act shall prevent any Remedy for Damages which any Party may sustain in respect of any such Detention as aforesaid.

Navigation to be clear during the building or Repair of Bridge.

XXI. During such Time or Times as the Bridge intended to be erected for carrying the said Railway over the River *Arun* shall be building or repairing, the said Railway Company or their Successors shall and they are hereby required to keep the Navigation of the said River at and about the said Bridge free and clear, so that Vessels navigating in and upon the said River may have sufficient and convenient room to navigate and pass thereon, and for the Purposes aforesaid the said Company are hereby authorized and required to remove any Shoals or other Obstructions in the said River within One hundred Yards of the said intended Bridge, and to take away all Beds of Gravel, Sand, Mud, and other Impediments within the like Distance from the said Bridge, and dig and cut the Banks of the said River within the same Distance on each Side in such Manner as they shall judge necessary and proper for building and erecting the said Bridge, and for the Preservation thereof, and also for keeping and preserving the Navigation of the said River near and under the said Bridge free and open, and to erect and make proper and sufficient Abutments at each End of the said Bridge for the Support thereof, and to make and execute all other Works proper

and necessary for erecting, supporting, and repairing the said Bridge, and to amend, alter, turn, or remove any Footbridge, Footpath, or Horsepath, and to turn, widen, or alter any Highway, or make any hauling Roads, as herein-after directed, or any new Road leading to the said Bridge, so as not to obstruct any common Highway: Provided that if the said Company shall find it necessary to turn or remove any Footbridge, Footpath, or Horsepath, by virtue of this Provision, they shall first construct and lay out another Footbridge, Footpath, or Horsepath, as the Case may be, as convenient for the Public, or as near so as may be, as the Footbridge, Footpath, or Horsepath so to be turned or removed.

Saving Rights of the Commissioners of the Port of Arundel.

XXII. Provided always, That this Act or anything herein contained shall not extend or be construed to extend to defeat, lessen, diminish, or take away, prejudice, or affect all or any of the Rights, Privileges, or Powers, Liberties, or Authorities given to or vested in the Commissioners for the Time being authorized or acting under or by virtue of an Act of Parliament made and passed in the Sixth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for the more effectual Security of the Harbour of* Littlehampton *called* Arundel Port *in the County of* Sussex, and another Act of Parliament made and passed in the Sixth Year of His Majesty King *George* the Second, intituled *An Act for erecting Piers in and for repairing and keeping in repair the Harbour of* Littlehampton *called* Arundel Port *in the County of* Sussex, and another Act of Parliament made and passed in the Thirty-third Year of the Reign of His late Majesty King *George* the Third, to explain and amend the last-mentioned Act passed in the said Sixth Year of His Majesty King *George* the Second, or either of them, but that the respective Acts of Parliament, and every Clause, Matter, and Thing therein contained, shall be and continue in full Force and Effect, and carried into execution and performed by the said Commissioners for the Time being acting in the Execution of such Acts of Parliament respectively, in such and the like Manner, to all Intents and Purposes, as if this Act had not been passed, save only and except so as not in any Manner to prevent, hinder, or prejudice the due Execution of this Act, or of all or any of the Powers and Authorities hereby given and vested in the Railway Company or their Successors.

For Protection of Land under the Jurisdiction of the Commissioners of Sewers within the Rape of Arundel.

XXIII. And whereas in making and executing the *Mid-Sussex Junction*, the *Arundel* Tramway, and the *Littlehampton Branch* it will be necessary and it is intended to carry the same across certain of the public and private Sewers, Ditches, Streams, and Watercourses, Embankments, and Lands within the Levels lying within the Rape of *Arundel* in the said County of *Sussex*: Therefore, before any of the Works in the Formation of the said Railways in the said Level shall be commenced, One Calendar Month's Notice in Writing of the Intention to commence such

such Works, together with a Plan and Section of the same Works, shall be left with the Clerk of the Commissioners of Sewers for the said Rape of *Arundel*, or at his House, and that in the Formation of the said Railways the Company shall not interfere with any of the Sluices, Culverts, Penners, Sewers, and Embankments of the said Level, so as to injure the same, and that the whole of the Works to be done and performed within the said Level, in the Formation of the said Railways, affecting the said Sluices, Culverts, Penners, Sewers, and Embankments, or which the Commissioners of Sewers, or their Surveyor for the Time being, may reasonably deem necessary in consequence thereof, for the necessary Drainage of the Land and Flow of Water, as effectually as the same is provided for at present, shall be executed and performed, at the Expense of the said Company, to the reasonable Satisfaction of the said Commissioners or their Surveyor for the Time being, provided that in case of any Dispute or Difference of Opinion arising between the Engineer of the Company and the said Commissioners or their Surveyor respectively, relative to such Works, the Matter in dispute shall be submitted to the Decision of Two Persons (One to be chosen by each Party), and to an Umpire, to be named by them in case of their Disagreement, and all the Expenses incurred in such Reference (excepting only the Expenses on behalf of the said Commissioners and their Surveyor, and Charges of their Referee, in case the Award of the said Referees shall be against the said Commissioners,) shall be borne by the Company, and the Expenses of the said Commissioners, including the Charge of their Referee, in case the aforesaid Award shall be against the said Commissioners, by the said Commissioners: Provided always, that such Reference shall be proceeded with with as little Delay as possible; and if the same shall not be determined within Three Months from the Nomination of the Referee by either Party (in case such Delay shall not arise or be occasioned by or on the Part of the same Party or their Referee), then the Referee of such other Party alone shall and may determine the same; and if for Twenty Days next after the Time appointed by such Referees or Referee, or Umpire, for the Completion of any such Work, the said Company shall fail to execute any such Work, then and in such Case the said Company shall forfeit and pay for every Day beyond the prescribed Period, the Sum of Five Pounds to the said Commissioners, to be recovered by the said Commissioners in any Court of competent Jurisdiction; and from and after the Completion of the said Railway the Company shall at all Times thereafter maintain such of the said Works hereby provided to be done and performed by them within the said Levels as shall be upon the Property of the said Company, at their Expense.

Power to divert Sewers and Watercourses

XXIV. It shall be lawful for the said Commissioners, at the Expense of the said Levels, from Time to Time and at all Times hereafter to divert any of the Sewers, Streams, Ditches, or Watercourses through or under

within the Levels.

under the said Railway, or make others in addition, as they may think proper, first giving to the Secretary for the Time being of the said Company Twenty-one Days Notice thereof in Writing; subject, nevertheless, to such Power of Reference as is herein-before given to the said Company or Commissioners, by giving Ten Days Notice to the said Commissioners as aforesaid; which Reference, if resorted to, shall be at the Expense of such of the said Parties as the Referees or Umpire shall determine: Provided always, that the said Commissioners shall not interfere with the said Railway, except for the proper Execution of the intended Works, or so as to stop or interrupt the Traffic upon the Railway, and that the said Railway shall be restored to its former State (except only as to such Works when completed) with as little Delay as possible, and at the Expense of the said Commissioners.

Providing for the Dimensions of the Arun River Diversion.

XXV. And whereas it is intended to make a proposed Diversion of the River *Arun* in the Parish of *Southstoke:* Therefore, subject to the Approval of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral, such Approval to be signified as aforesaid, the proposed Diversion shall be excavated to a Depth of Eighteen Feet below High-water Mark at Spring Tides; and that the Occupation Bridge to be erected over the said Diversion shall have Two Openings of Forty Feet each, and Three other Openings of Thirty Feet each in the Clear, and shall be erected so as to present the least possible Obstruction to the Ebb and Flow of the Tide, or to the free Outfall to the Sea of the Upland Waters of the said River; and after the Completion by the said Company of the said Diversion and Works their Liability in respect thereof shall cease, and such Diversion and Works shall be considered as Part of the River *Arun*, and as vested in the Owners thereof, and under the Jurisdiction of the Commissioners of Sewers for the Rape of *Arundel*.

Saving Rights of Commissioners of Sewers for the Rape of Arundel.

XXVI. Save and except as herein mentioned, nothing herein contained shall extend or be deemed or construed to extend to prejudice or diminish, alter, abridge, or take away any of the Rights, Powers, or Authorities vested in the Commissioners of Sewers for the Rape of *Arundel*, but all the Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act had not been passed.

For Protection of the Navigation of the River Ouse in carrying Southover Deviation across same.

XXVII. During such Time as the Bridge intended to be erected for carrying the said Railway over the River *Ouse* at *Southerham* shall be building or repairing, the Company shall keep the Navigation of the said River at and about the said Bridge free and clear, so that Vessels and Barges navigating upon the said River may have sufficient and convenient Room to navigate and pass thereon; and for the Purposes aforesaid the Company are hereby authorized and required to move any Obstructions in the said River within One hundred Yards of the said intended Bridge,

and

and to take away all Beds of Gravel, Sand, Mud, or other Impediment within the like Distance from the said Bridge, and to cut the Banks of the said River within the same Distance on each Side, in such Manner as they shall judge necessary and proper for erecting and building the said Bridge, and for the Preservation thereof, and also for keeping and preserving the Navigation of the said River near and under the said Bridge free and open, and to erect and make proper and sufficient Abutments at each End of the said Bridge for the Support thereof, and to make and execute all other Works proper and necessary for erecting, supporting, and repairing the said Bridge, and to amend, alter, or turn any Footpath or Horsepath, and to turn, widen, or alter any Towing-path, as herein-after directed: Provided always, that if the Company shall find it necessary to turn or remove any Footpath or Horsepath they shall first construct another Footpath or Horsepath, as the Case may be, as convenient for the Public, or as nearly so as may be, as the Footpath or Horsepath so to be turned or removed.

Penalty on impeding Navigation of the Ouse.

XXVIII. If during such Time or Times as the Bridge intended to be erected at *Southerham* shall be building or repairing the Company shall fail to keep the Navigation of the said River at and about the said Bridge free and clear, so that Vessels and Barges navigating upon the said River have not sufficient and convenient Room to navigate and pass thereon, the Company shall forfeit Twenty Pounds for every Day that the said River at and about the said Bridge shall not be kept free and clear as aforesaid, and such Penalty shall be paid to the Trustees Expenditor, or other Person having the Management of the Navigation, and be applied for the Purposes of such Navigation, and every such Penalty shall be recoverable by Action in any Court of competent Jurisdiction.

Mode of constructing Bridge across the Ouse.

XXIX. The Bridge so to be erected by the Company over the said River *Ouse* at *Southerham* shall be erected and built in such Manner that the Height of the Underside of the Middle and South-eastern Openings of such Bridge shall be at least Nine Feet above the Level of the highest Spring Tides in Time of Flood, such Level being ascertained by the Expenditor to the Trustees of the *Ouse* Lower Navigation for the Time being, and marked by a Post to be placed in the said River, as near the Site of the intended Bridge as conveniently may be; and that a clear Opening not less in Width than Thirty-one Feet shall be left in the middle Opening of the said Bridge, and that the Company shall cause a moveable Leaf to be made across the middle Opening of the said Bridge for the Passage of Vessels and Barges through the same, in such Manner that the said Leaf shall or may, for the Purpose of admitting such Passage, be at all Times drawn over the North-western Bank of the said River; also that a clear Opening not less in Width than Thirty-five Feet shall be left in the South-eastern Opening of the said intended Bridge, and that the Waterway thereof shall be excavated and kept cleared to the same

same Depth as in the middle Opening of the said Bridge, and that the opening Leaf of the said Bridge shall be opened by some Person or Persons appointed expressly for that Purpose, by and at the Expense of the Company, for the Passage of Barges and other Vessels, and under such Regulations as shall from Time to Time be made by the Trustees of the Navigation, with the Approval and Sanction of the Board of Trade appointed in reference to Railroads, of which due Notice shall be published.

Mooring Posts to be erected.

XXX. The Company shall, upon the Request in Writing of the Trustees for improving the Navigation of the said River *Ouse*, set up and erect a sufficient Number of Mooring Posts at proper Distances, as well above as below the said Bridge, for the Convenience of Vessels and Barges navigating on the said River, and from Time to Time to repair or renew the said Mooring Posts as Occasion shall require.

Towing-path to be provided.

XXXI. The said Company shall at their own Expense make and for ever maintain and keep free from Obstructions a proper, convenient, and sufficient Towing-path above and below the said Bridge at *Southerham*, of not less than Five Feet wide, to be formed within the Piers of the South-eastern Opening of the said Bridge, and to be sufficiently guarded by Piles and fenced, for the drawing and hauling of Vessels and Barges to and through the said Bridge.

For preserving the Waterway of the River Ouse.

XXXII. It shall not be lawful for the Company to lay any Stone or other Materials at the Foot of the Piers or Abutments of the said Bridge, so as to impede the flowing of the Water in an easy and uninterrupted Current; and for more effectually preserving undiminished the Waterway or Space for the Current of the said River *Ouse*, and the free flowing of the Tides thereof, the Company are hereby authorized and required to widen the said River, by cutting away such Part of the Land, and removing such Part of the Flood Banks on either Side of the said River at *Southerham*, as the Expenditor of the said Navigation, and the Engineers of the Company, or their Umpire, in case of any Disagreement, shall agree and decide upon to be advisable and necessary.

As to Erection of Bridge at Southerham.

XXXIII. The Company in erecting the said Bridge at *Southerham* shall not deviate more than Ten Yards from the Line delineated on the deposited Plan.

Saving Rights of Trustees of Newhaven Harbour and Ouse Lower Navigation.

XXXIV. This Act, or anything herein contained, shall not extend or be construed to extend to defeat, lessen, or diminish, take away, prejudice, or affect all or any of the Rights, Privileges, or Powers or Authorities given to or vested in the Trustees for the Time being authorized or acting under or by virtue of an Act of Parliament passed in the Tenth Year of the Reign of Her present Majesty Queen *Victoria*, intituled

intituled *An Act for more effectually maintaining the Harbour of* Newhaven *and the Navigation of the River* Ouse *between* Newhaven *and* Lewes, *and for draining the Low Lands lying in* Lewes *and* Laughton Levels, *all in the County of* Sussex, save only and except so as not in any Manner to prevent, hinder, or prejudice the due Execution of this Act, or of all or any of the Powers and Authorities hereby given and vested in the Company.

Plans of Bridges, &c. to be submitted for the Approval of the Admiralty.

XXXV. Previously to commencing any of the Bridges over the Rivers *Arun* and *Ouse*, or either of them, or the Works respectively connected therewith, or the Cut for diverting the Water of the River *Arun*, the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of each of the said Bridges, Works, and Cut, for the Approval of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty, and such Bridges, Works, and Cut shall be constructed only in accordance with such Approval; and when any such Bridges, Works, and Cut shall have been commenced or constructed, it shall not be lawful for the Company at any Time to alter or extend the same, without obtaining, previously to making any such Alteration or Extension, the like Consent or Approval; and if any such Bridges, Works, or Cut shall be commenced or completed, or be altered, extended, or constructed, contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral or the said Commissioners for executing the Office of Lord High Admiral to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Lights to be exhibited on Bridges for safe Guidance of Vessels.

XXXVI. During the Construction of each of the Bridges over the Rivers *Arun* and *Ouse*, and Works respectively connected therewith, the Company shall cause to be hung out or exhibited every Night from Sunset to Sunrise a Light, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and for ever after the Completion of each of the Bridges the Company shall cause to be hung out or exhibited upon or near to the Centre of each of the Bridges, every Night from Sunset to Sunrise, a good and sufficient Light, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and which Lights shall be from Time to Time altered by the Company in such Manner and be of such Description and be so used and placed as the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral shall, by Writing under the Hand of the Secretary of the Admiralty, approve of; and

and in case the Company shall neglect to exhibit and keep either or any of such Lights burning as aforesaid they shall forfeit and pay for every such Neglect the Sum of Ten Pounds.

Not to deviate Riverward without Consent of Admiralty.

XXXVII. Where the Limits of Deviation extend into the River *Thames* at *London*, and into the *Arun* at *Littlehampton*, or elsewhere, the Railway and other Works shall not deviate from the centre continuous Line of Way marked on the Plan deposited at the Admiralty without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only in such Manner as may be mentioned in any such Consent.

Admiralty may abate Works made without Consent.

XXXVIII. If any Deviation which requires the previous Consent of the said Lord High Admiral or the said Commissioners be made without such Consent, it shall be lawful for the said Lord High Admiral or the said Commissioners to abate every such Deviation or any Part thereof, and the Cost of every such Abatement shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Admiralty may order local Survey, at Expense of Company.

XXXIX. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom or the Commissioners for executing the Office of Lord High Admiral to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Works affecting tidal Waters abandoned may be removed by Admiralty, at Expense of Company.

XL. If any Work to be constructed by the Company under this Act in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any Work which affects or may affect any such Water or River or Access thereto, shall be abandoned, or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

XLI. No

As to the Use of Locomotive Engines, &c on Tramway.

XLI. No Locomotive Steam Engine, Atmospheric Agency, or Rope in connexion with any Stationary Engine, shall be used on the *Arundel* Tramway, without the further Authority of Parliament in that Behalf; and the Company, or any other Company, or any Person, who shall use any such Engine, Agency, or Rope, contrary to this Provision, shall for every such Offence forfeit and pay any Sum not exceeding Twenty Pounds.

Level Crossing

XLII. Subject to the Provisions of this Act, the Company may, in the Construction of the *Mid-Sussex Junction* by this Act authorized, carry the same with not more than Two Lines of Railway across and on the Level of the Road numbered 3 *a* in the Parish of *Warning Camp* on the Plans deposited for the Purposes of this Act: Provided always, that it shall not be lawful for the Company in shunting Trains to or from any Siding near the said level Crossing to pass any Train over the level Crossing, or to allow any Train to stand across the same.

Company to erect Station or Lodge at Point of crossing.

XLIII. For the greater Convenience and Security of the Public, the Company shall erect and permanently maintain a Station or Lodge at the Point where the Railway crosses on the Level the before-mentioned Road, and shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Road on the Level, or with regard to the Speed at which Trains shall pass such Road, as may from Time to Time be made by the Board of Trade; and if they shall fail to erect and at all Times to maintain any such Station or Lodge as aforesaid, 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, the Company shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

The Board of Trade may require Bridge instead of level Crossing.

XLIV. The Board of Trade may, if it shall appear to them necessary for the Public Safety, at any Time, either before or after the *Mid-Sussex Junction* hereby authorized to be made shall have been completed and opened for public Traffic, require the Company, within such Time as the Board of Trade shall direct, and at the Expense of the Company, to carry the before-mentioned Road either under or over the Railway, crossing the same by means of a Bridge or Arch, instead of crossing the same on a Level, or to execute such other Work as under the Circumstances of the Case shall appear to the Board of Trade the best adapted for removing or diminishing the Danger arising from such level Crossing.

Dimensions of certain Bridges.

XLV. The Company may make the Bridges or Archways for carrying the Railway under or over the Roads next herein-after mentioned of any Widths

London, Brighton, and South Coast Railway Act, 1860.

Widths or Spans not less than the Widths or Spans herein-after specified in connexion with those Roads respectively; (that is to say,)

Number of Road on Plans deposited for the Purposes of this Act.	Parish in which Road is shown on those Plans.	Description of Road.	Minimum Width or Span of Bridge or Arch.
29	Amberley - -	Turnpike Road -	30 Feet Span.
11	Cold Waltham -	Parish Road - -	20 Feet wide.
7	Hardham - -	Parish Road - -	20 Feet wide.

As to Communications with other Railways.

XLVI. All Communications between the Railways hereby authorized and any existing Railway of any other Company 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 reasonable Satisfaction of the Engineer for the Time being of such other Company.

Company to pay all Expenses of such Communications.

XLVII. The Expense of all Communications hereby authorized with any existing Railway of any other Company, and of all necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, repairing, amending, and maintaining such 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 reasonable Satisfaction of the Engineer for the Time being of such other Company, on each Occasion, and in such Manner and Form, and by such Ways and Means as shall not in anywise prejudice or injure the Railway with which such Communication shall be made, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same.

Land for extraordinary Purposes.

XLVIII. It shall be lawful for the Company to purchase by Agreement, and not compulsorily, for extraordinary Purposes, as defined in "The Railways Clauses Consolidation Act, 1845," any Lands not exceeding Three Acres adjoining or near to the Works or any of the Works by this Act, authorized in addition to the other Lands which they are by this Act or any other Act authorized to purchase.

Powers for compulsory Purchases limited.

XLIX. The Powers of the Company for the compulsory Purchase of Land 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 new Works.

L. The Railways (other than the *Battersea Alteration*), Tramway, and Cut or Channel by this Act authorized, shall be completed within Four Years

Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act or the Acts incorporated herewith granted to the Company for making the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the said Railways, Tramway, and Cut or Channel, as shall then be completed.

Battersea Alteration to be completed within a certain Time.

LI. The *Battersea Alteration* and (subject to the Provision herein-after mentioned) the Junction shall be completed within Eighteen Months from the passing of the *West London Extension* Railway Act, 1859, and if the same shall not be completed within the Period aforesaid the Powers by this Act or the Acts incorporated herewith granted to the Company for making the same, or otherwise in relation thereto, shall cease to be exercised: Provided always, that in case the *West London Extension* Railway shall not, within the Eighteen Months aforesaid, be in such a State that the Junction therewith of the *Battersea Alteration* may be formed, then such Junction shall be formed so soon thereafter as the *West London Extension* Railway shall be in such a State as to admit of such Junction being formed.

As to Works on Land of Southby's Trustees.

LII. Whereas the Trustees of the Marriage Settlement of *Richard Worlidge Southby* Esquire and *Mary Elizabeth* his Wife are Owners of a considerable Estate in the Parish of *Saint Mary, Battersea*, on which Estate that Part of the original Line of Railway for which the *Battersea Alteration* near *Long Hedge Farm* is to be substituted was constructed, and the said Alteration is also intended to be constructed for the most Part on the said Estate: And whereas previously to the Construction of the said original Line an Agreement was entered into (dated the Twenty-first Day of *May* One thousand eight hundred and fifty-seven), on behalf of the said Trustees and of the *West End of London and Crystal Palace* Railway Company, with relation to certain Accommodation Works and other Works to be provided by the Company for the Benefit of the Trustees: Be it enacted, That nothing in this Act contained shall invalidate or interfere with the said Agreement, or relieve the Parties thereto, or their Assigns, from the Performance of the Covenants mutually entered into by them, excepting so far as shall be necessary for the Construction of the *Battersea Alteration*.

Dividends suspended if Railways not opened within Period limited.

LIII. If the Railways by this Act authorized be not completed and opened for public Traffic within the respective Periods by this Act limited for the Completion thereof, then from the Expiration of that Period it shall not be lawful for the Company to declare or pay any Dividend on the ordinary Capital of the Company until those Railways shall have been completed and opened for public Traffic.

New Works to be Part of Undertaking.

LIV. The Railways, Tramway, and Works by this Act authorized to be constructed by the Company shall (but as regards the said new Cut or Channel only during and for the Purposes of Construction) be deemed Part of the Undertaking of the Company.

LV. For

Tolls.

LV. For the Purposes of the Tolls, Rates, and Charges to be taken thereon respectively by the Company, the *Ford Deviation*, the *Mid-Sussex Junction*, the *Arundel* Tramway, the *Littlehampton Branch*, and the *Bognor Branch* shall be deemed Part of the *Chichester* Line; the *Southover Deviation* shall be deemed Part of the *Hastings* Line; and the *Battersea Alteration* shall be deemed Part of the *West End* Railway; and the Company shall and may levy and collect Tolls, Rates, and Charges respectively thereon accordingly: Provided always, that the maximum Charges to be made by the Company upon, for, or in respect of those Railways, Tramway, and Works shall not exceed those limited by the Consolidation Act, and that as regards the *Arundel* Tramway the Company may take the same Tolls for Horses and Stationary Engines as for Locomotive Engines on the *Chichester* Line.

Company to discontinue Use of unnecessary Lines.

LVI. When the *Ford Deviation*, the *Southover Deviation*, and the *Battersea Alteration*, including the Junction, are respectively completed and opened for Traffic, the Company shall discontinue the Use of so much of the *Chichester* Line, the *Hastings* Line, and the *West End* Railway respectively as will be rendered unnecessary by the Construction of the said Deviations and Alteration.

Site of discontinued Works deemed superfluous Lands.

LVII. The Lands of the Company in, through, or upon which those Portions of Railway and Bridges the Use whereof shall be so discontinued are situate shall be deemed to be superfluous Lands within the Meaning of "The Lands Clauses Consolidation Act, 1845."

Sect. 57. of 22 & 23 Vict. c. cxxxiv. repealed.

LVIII. The Section numbered 57 of "The *West London Extension* Railway Act, 1859," is hereby repealed.

Suspension of Powers of West London Extension Company as to certain Works at Battersea.

LIX. With respect to that Portion of the Main Line of the *West London Extension* Railway which is proposed to be made between a Property numbered on the Plans deposited for the Purposes of "The *West London Extension* Railway Act, 1859," 197 in the Parish of *Saint Mary, Battersea*, and the Termination of the said Main Line in that Parish, the *West London Extension* Railway Company shall not commence the Works of that Portion of their Main Line, or take, use, enter upon, or interfere with any Lands for the Purposes thereof, before the Thirteenth Day of *February* next; and if before that Day the *Battersea Alteration* and (subject to the Provision herein-before contained) the Junction or the Portion of the *Battersea Alteration* (including such Junction as aforesaid) between the End of the First and Commencement of the Fourth Furlong of the *Battersea Alteration*, as marked on the Plans deposited for the Purposes of this Act, shall be completed in such a Line and on such Levels as will admit of the Main Line of the *West London Extension* Railway, within the authorized Limits of Deviation of that Main Line (as shown on the deposited Plans and Sections thereof) joining the Main Line of the *Battersea Alteration* at or near the said Property numbered

numbered 197; and if before the Thirteenth Day of *February* next there be laid down (either on the *West End* Railway or on the *Battersea Alteration*, including the Junction (subject as aforesaid), or partly on each,) throughout the whole Distance between any Point at which such Junction as aforesaid of the said Main Line of the *West London Extension* Railway with the *Battersea Alteration* can be made, and the Point where the *Battersea Alteration* will join the Railway of the *Victoria* Station and *Pimlico* Railway Company, such Lines of Rails on the Broad as well as on the Narrow Gauge throughout, with all such Sidings, Works, and Conveniences adapted for the User of the Portion of the Railway of the Company between such Points, and the Works and Conveniences thereof, as shall be proper and sufficient for the Purpose of Traffic on the Broad as well as on the Narrow Gauge, then the Powers of the *West London Extension* Railway Company for making the Portion of their Main Line between the said Property so numbered 197 in the Parish of *Saint Mary, Battersea*, and the Termination of that Main Line in that Parish, and for entering upon, taking, and using Lands for the Purposes thereof, shall cease.

Provision for reinstating West London Extension Company in case the Brighton Company do not execute the Battersea Alteration within a certain Time.

LX. If and when the Powers of the *West London Extension* Railway Company for making the aforesaid Portion of their Main Line come into operation, the Powers hereby granted to the Company for taking Lands which the *West London Extension* Railway Company were authorized to take by "The *West London Extension* Railway Act, 1859," shall thereupon cease; and if the Company shall previously have acquired any Lands (other than now belonging to them) necessary for the Purposes thereof, or shall have constructed any Works or commenced any Operations upon such Lands which would prevent or necessarily interfere with the Construction of that Portion of the said Main Line, then the *West London Extension* Railway Company may, in respect of any of such Lands which they are authorized by the said Act of One thousand eight hundred and fifty-nine to enter upon, take, or use, exercise all the Powers of that Act, as fully and effectually as if this Act had not been passed; and the last-named Company shall, if required, pay to the Company the Price paid by them for such Lands so acquired, and the Costs of and incidental to the Purchase, and the Conveyance to them of such Lands, or (if the same were acquired by them together with other Lands) of a proportionate Part of such Price and Costs, and also of their Costs relating to the Conveyance to the *West London Extension* Railway Company; and the Company shall, upon Demand, convey the same Lands so acquired by them to the *West London Extension* Railway Company, and shall also, so far as necessary, remove such Works, and level and restore the Site thereof, or permit the *West London Extension* Railway Company so to do, and in the latter Case shall repay to that Company the Expenses necessarily incurred by them in or about such Removal and Restoration: Provided always, that in no Case shall it be lawful for the *West London Extension* Railway Company to take any

more Land belonging to the Company than shall be absolutely required for making the *West London Extension* Railway, according to the centre Line thereof as shown on the Plans deposited with the Clerk of the Peace, and referred to in "The *West London Extension* Railway Act, 1859," and that such centre Line shall not be deviated so as to approach nearer to the *West End* Railway than is shown on the said Plans.

Reference of Disputes between Company and West London Extension Company to Arbitration.

LXI. If any Differences arise between the Company and the *West London Extension* Railway Company, or their respective Engineers, with reference to the Intention or Execution of the foregoing Provisions, or any Matter incident thereto or consequent thereon, all the Questions in difference shall from Time to Time be decided by any Arbitrator to be appointed by the Board of Trade, on the Application of either Party, and the Costs of and incidental to the Arbitration shall be in the Discretion of the Arbitrator, and his Decisions shall be binding and conclusive on both the Parties in dispute.

The North-western and Great Western Railway Companies to have the Use of the Battersea Alteration.

LXII. The *London and North-western* Railway Company, for all Purposes of Traffic carried or destined to be carried upon the *West London Extension* Railway or some Part thereof, and the *Great Western* Railway Company for all Purposes of the like Traffic, shall have the User of the *Battersea Alteration* (including the Junction with the *West London Extension* Railway) and of the *West End* Railway throughout the whole Distance between any Point or Points at which the *West London Extension* Railway may join the *Battersea Alteration* and the Point where the *Battersea Alteration* may join the Railway of the *Victoria* Station and *Pimlico* Railway Company, upon the Payment of such Tolls and upon such Terms and Conditions as shall be agreed upon between the Company and the *London and North-western* Railway Company, and between the Company and the *Great Western* Railway Company respectively, or failing such Agreement as shall be settled by a Person to be appointed by the Board of Trade, upon the Application of either of those Companies for that Purpose: Provided always, that the *Great Western* Company shall pay to the Company, in addition to any Tolls or Charges, Interest at the Rate of Four Pounds *per Centum per Annum* on the Amount of the Expenditure of the Company in and about the providing with Broad Gauge Rails, and the adapting of the Lines, Sidings, Stations, and other Works of the aforesaid Portion of Railway and Works to the User of the Broad Gauge, such Payments to be made half-yearly, free from all Deductions.

Company may purchase Adur Bridge and Property connected therewith.

LXIII. The Company may purchase "the Bridge Property" or any Part thereof from any Person having for the Time being Power to sell and dispose of the same, upon any Terms and Conditions, and on Payment of any Consideration, which may be mutually agreed upon between such Person and the Company; and the Company may have, hold, exercise, and

and enjoy the same for all the Estate and Interest therein which may be lawfully granted or otherwise assured to them by such Person; and from and after any such Grant or Assurance of "the Bridge Property" the Company shall have all the Powers and Privileges, and be liable to the Performance and Observance of the Duties, Obligations, and Liabilities, then in force, to which the Person or Persons for the Time being entitled in possession to the said Settled Estates is or are by the said recited Acts, Twenty-first *George* the Third, Chapter Thirty-five, and Eleventh *George* the Fourth, Chapter Sixty-three, entitled or liable in respect of the Bridge Property; it being the true Intent and Meaning hereof that all Persons shall be entitled to, and shall have, possess, and enjoy, all the same Rights, Powers, and Privileges with respect to the Bridge Property as if this Act had not been passed, and that if the Company purchase the Bridge Property they shall at all Times thereafter, to all Intents and Purposes, be subject and liable to and shall undertake and perform all the same and the like Duties and Obligations in reference thereto, and the Repairs thereof, as the Person or Persons now entitled to the said Bridge Property are subject and liable to under the before-mentioned Acts or otherwise.

Purchase from West-end Railway Company confirmed, and to include Right under Act of 1858.

LXIV. The Purchase by the Company from the *West End* Railway Company of the *West End* Railway and Premises is hereby confirmed, and shall be deemed to include the several before-mentioned Agreements with the *Battersea Park* Commissioners, and other the Agreements included in such Purchase, and the Benefits and Advantages and Obligations and Liabilities of the *West End* Railway Company under such Agreements, and the Company shall have, and may exercise and enjoy, all the Rights, Powers, Privileges, and Authorities, Indemnities and Immunities, of the *West End* Railway Company, including the Powers, Privileges, and Authorities of "The *West London and Crystal Palace* Railway Act, 1858," and shall be subject to all such Duties, Obligations, Conditions, and Restrictions in respect of the purchased Premises as the *West End* Railway Company would have been entitled and subject or liable to if such Purchase had not been made.

Eventual Dissolution of West End Railway Company.

LXV. When and as soon as any Sale by the *West End* Railway Company of the whole of the *Farnborough Extension* shall have been made under or confirmed by the Authority of Parliament, the *West End* Railway Company (subject to the Payment, Satisfaction, and Discharge of all Debts, Liabilities, and Engagements, if any, to which they may then be liable, and except in so far and for so long as may be necessary for giving full Effect to such Sale, and for winding up their Affairs,) shall be dissolved.

Guarantees to Midhurst Company.

LXVI. The Company, with the Sanction of Three Fifths of the Votes of the Shareholders in "the Company" present, personally or by Proxy, at any Meeting convened with Notice of this Object, may from Time to Time exercise all or any of the following Powers; (that is to say,)

The

The Company may, to any Extent not exceeding in the whole Thirty thousand Pounds, subscribe for and take and hold Shares in the Capital of the *Midhurst* Company:

The Company may guarantee and secure to any Persons lending to the *Midhurst* Company the Money or any Portion of the Money which that Company is authorized to borrow on Mortgage or Bond the Repayment of any Money so lent or any Part thereof, with or without the Interest thereon or any Part thereof, or the Payment of such Interest alone or any Part thereof, or the Payment for any specified Period of such Interest or any Part thereof; but no such Guarantee shall be in force after the Expiration of Six Months from the opening throughout for public Traffic of the *Mid-Sussex and Midhurst* Railway:

The Company may from Time to Time, out of their Income applicable to Dividend on their ordinary Shares and Stock (but not out of any other Fund), discharge any Monies which they may be called upon to pay upon or in respect of any such Guarantee, and to the Extent of the Sums so paid by the Company the Company shall be Creditors of the *Midhurst* Company, instead of the Persons to whom such Sums shall be so paid, and shall be entitled to the Benefit of and may enforce the Mortgages or Bonds for securing the same held by such Persons, as fully and effectually as such Persons themselves or their Representatives might do if not paid off:

Provided always, that every such Guarantee shall be subject and without Prejudice to any Mortgages or Bonds then charged or attaching upon the Undertaking of the Company, and to any Preference or Priority in Payment of Interest or Dividend on any Shares or Stock theretofore granted by the Company, by or in pursuance of or confirmed by any Act of Parliament, or then otherwise lawfully subsisting.

Company may appoint Persons to vote at Meetings of Midhurst Company.

LXVII. The Company on becoming, and while continuing, under the Powers of this Act, Shareholders in the *Midhurst* Company, may from Time to Time appoint One or more Person or Persons (whether such Person or Persons shall hold Shares in that Company or not) to vote on behalf of the Company at any Meetings of the *Midhurst* Company, and may from Time to Time revoke any such Appointment, and appoint any other Person on their Behalf; and the Person or Persons so for the Time being appointed shall, during his or their Appointment, 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 Shares in the *Midhurst* Company for the Time being held by the Company, in addition to any Right of voting to which he or they may be entitled in respect of any Shares actually held by him or them in his or their own Right: Provided always, that every such Appointment and Revocation shall be made under the Seal of the Company, or under the Hands of any Two of the Directors of the Company for the Time being.

LXVIII. The

Directors may be appointed by the Company.

LXVIII. The Company, on becoming Subscribers to and while continuing Shareholders in the *Midhurst* Company, may by a Minute of their Directors appoint Two Persons, being Directors for the Time being of the Company, as Directors of the *Midhurst* Company, in addition to the ordinary Directors of that Company, and may from Time to Time in like Manner remove any Director so appointed by them, and may appoint another Person in the Stead of any Director so appointed by them, who shall be so removed, or who shall die, resign, or become incapable of acting or disqualified, or shall retire, or be about to retire, under the Provisions in that Behalf herein-after contained.

Qualification, &c. of such Directors.

LXIX. Every Person so appointed a Director shall be a Director of the Company, but it shall not be necessary that any Person so appointed should be a Shareholder of the *Midhurst* Company.

Evidence of such Appointments.

LXX. A Certificate in Writing of the Appointment, Removal, Resignation, Incapacity, or Disqualification of any Director so appointed, under the Common Seal of the Company, or under the Hands of Two of the Directors for the Time being of the Company, shall, as soon as conveniently may be after the Event therein certified shall have occurred, be deposited at the principal Office of the *Midhurst* Company, and shall (as between the Company and the *Midhurst* Company) be conclusive Evidence of the Fact therein certified: Provided always, that if the Directors of the Company shall at any Time or Times hereafter fail or omit to appoint a Director or Directors, under the Powers in that Behalf herein contained, the remaining or ordinary Directors of the *Midhurst* Company shall be competent to act as if no such Failure or Omission had occurred.

Certain Clauses of 8 & 9 Vict. c. 16. not to apply to such Directors.

LXXI. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Election, Qualification, Retirement from Office, and Rotation of Directors, shall not apply to the Directors so from Time to Time appointed by or on behalf of the Company.

Final Retirement of such Directors.

LXXII. On the Expiration of Six Months from the opening throughout for public Traffic of the *Mid-Sussex and Midhurst* Railway, the Directors of the *Midhurst* Company appointed by or on behalf of the Company as aforesaid shall retire from Office, and the Powers by this Act given to the Company to appoint Directors of the *Midhurst* Company shall cease and determine.

Power to enter into Traffic Arrangements with the Three Companies re-

LXXIII. The Company on the one Part, and the *Great Western* Railway Company, the *London and North-western* Railway Company, and the *West London Extension* Railway Company, herein-after called "the Three Companies," or any or either of the Three Companies, on the other Part, may from Time to Time enter into and carry into effect,

lating to Battersea Alteration.

vary, determine, and renew Contracts or Arrangements with respect to the following Purposes or any of them; (that is to say,)

The Maintenance, Management, Use, and working by the Three Companies, or any One or more of them, either jointly with the Company or separately, of the *Battersea Alteration* and *West End* Railway, or either of them, or any Parts thereof respectively, and the Works and Conveniences belonging thereto:

The Collection, Conveyance, Conduct, and Delivery by the Three Companies, or any One or more of them, either jointly with the Company or separately, of the whole or any Part of the Traffic upon the *Battersea Alteration* and *West End* Railway, or either of them, or any Parts thereof respectively, and the Supply of any Rolling or Working Stock required for such Purposes:

The Cost and Expense of such Working, Management, Maintenance, and Repairs:

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

The Division and Apportionment between the said Companies of the Traffic and of the Receipts arising from the Traffic thereon or any Part thereof, or upon the Through Traffic passing over the same to or from the *West London Extension* Railway, or the Railways of the Three Companies or either of them, the Payment or Deduction of any Contribution, Rent, or other Consideration to be paid or allowed by either of the said Companies to the other of them, and the Application for the Purposes aforesaid of the respective corporate Funds of all or any of the contracting Companies, and all Matters which the contracting Companies may consider incidental to the Objects aforesaid:

And (subject to the Provisions of this Act) any such Agreement may be made for the same Period of Time with reference to all the Objects aforesaid, or for different Periods with reference to different Objects.

Not to affect Persons not Parties thereto.

LXXIV. No such Contract or Arrangement shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the said Companies shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Contract or Arrangement, be entitled to the Use and Benefit of the Railway to which the same 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 Contract or Arrangement had been entered into.

Contract or Arrangement to be approved by Board of

LXXV. Any such Contract or Agreement (except such Contracts as might be made under the Powers of "The Railways Clauses Consolidation Act, 1845," incorporated with this Act,) shall not have any Operation or Effect unless and until the same shall have been submitted to and approved

approved of by the Board of Trade, and the Board of Trade shall not approve of any such Contract or Agreement unless the same has 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 a Meeting of each Company Party thereto, specially convened with Notice of this Purpose.

Trade and Three Fifths of the Votes of the Shareholders.

LXXVI. Such Meeting shall be called by Advertisement inserted once in each of Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper of the County in which the principal Office of the Company convening the Meeting is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting.

Meeting, how to be convened.

LXXVII. The contracting Companies may, by any such Contract or Arrangement as aforesaid, appoint a Joint Committee, composed of such Members of their respective Directors as they 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 delegate to such Committee all such Powers of the said Companies respectively as may be necessary for carrying into effect the Purposes of the said Contract or Arrangement; and every such Joint Committee so appointed shall have and may exercise the Powers so for the Time being delegated to them, in the same Manner as the same might have been had and exercised by the same Companies respectively or their respective Directors.

Joint Committee for carrying Contract or Arrangement into effect.

LXXVIII. Provided always, That it shall be lawful for the Board of Trade, if they think fit, on the Expiration of every Ten Years from the Commencement of any such Contract or Arrangement, (except Contracts under "The Railways Clauses Consolidation Act, 1845," as aforesaid,) or on the Expiration of any Ten Years from the Period when any Revision thereof shall be made by them, to cause the same to be revised; and the Board of Trade shall have Power to modify the same in such Manner as the Board may think necessary for removing such Injury, and to declare such Modification to be Part of such Contract, and the same shall be read and take effect accordingly.

Board of Trade may modify Contract or Arrangement.

LXXIX. The Company, previous to the Expiration of each such decennial Period, shall give such public Notice as the Board of Trade may prescribe that that Board has such Power, and is about to enter on such Revision, and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Contract.

Notice of Revision of Contract.

LXXX. The Company may apply to the Purposes by this Act authorized any Monies raised or to be raised by them by virtue of any other Act, and not required for the Purposes to which they are by such other Act made specially applicable.

Application of Funds.

LXXXI. The

paid up thereon, confer upon the respective Holders thereof the same Qualifications, Rights of voting, and other Privileges as any ordinary Shares or Stock of the Company.

Company may cancel unissued new Shares, and issue others.

XCI. If, after having created any new Shares or Stock under the Powers of this Act, the Company resolve not to issue the same or any Portion thereof, they may cancel the new Shares or Stock to which such Resolution applies, and may from Time to Time thereafter create and issue in lieu thereof other new Shares or Stock, not exceeding the aggregate Amount of the Shares or Stock so cancelled.

Receipt for Persons under Disability.

XCII. The Receipt of the Guardian of any Shareholder being a Minor, or the Committee of any Shareholder being an Idiot, Lunatic, or Person *non compos mentis*, shall be a sufficient Discharge to the Company for any Money payable to such Shareholder.

Power to borrow on Mortgage.

XCIII. The Company may from Time to Time raise any additional Sum, not exceeding in the whole One hundred and sixteen thousand eight hundred and thirty-three Pounds Six Shillings and Eightpence, but no Money shall be so borrowed until under the Powers of this Act the whole of the said additional Capital of Three hundred and fifty-five thousand five hundred Pounds shall have been subscribed for or taken, and One Half of that Amount shall have been actually paid up, and until 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 said additional Capital or Sum of Three hundred and fifty-five thousand five hundred Pounds has been subscribed for *bonâ fide*, and is held by the Subscribers or their Assigns, and for which the Subscribers or their Assigns are legally liable.

Priority of existing Mortgages.

XCIV. All Mortgages granted by the Company before the passing of this Act, and which shall be in force at the Time of passing this Act, shall, as regards the Undertaking comprised in and assigned by such Mortgages, have Priority over all Mortgages granted by virtue of this Act.

Application of Sums raised under this Act.

XCV. All and every Part of the Monies which the Company are by this Act authorized to raise by new Shares or Stock or on Mortgage shall be applied only to the Purposes of the Undertaking of the Company authorized by this Act and the other Acts relating to the Company.

Extending Powers for Conversion of Shares into Stock.

XCVI. The Powers of the Company for the Conversion of Shares into Stock shall extend to all Shares when the nominal Value thereof is or shall be fully paid up, and whether paid up in pursuance of Calls or wholly or partly in anticipation of Calls.

Extending to Monies borrowed under this Act certain

XCVII. Subject and without Prejudice to any Mortgages or Bonds granted by the Company under any Act of Parliament, and for the Time being in force, the Powers and Provisions of "The *London, Brighton, and*

and South Coast Railway Act, 1853," and "The *London, Brighton, and South Coast* Railway Act, 1854," respectively, with respect to the Conversion of borrowed Capital into Debenture Stock and perpetual Annuities, the Creation and Issue of Debenture Stock, and the Grant and Sale of Perpetual Annuities, in lieu of or in substitution for borrowing or reborrowing, and otherwise relating to such Stock and Annuities, shall extend and apply to all Monies which the Company are by this Act authorized to borrow, as fully and effectually as if all those Monies had been at the Date of the passing of "The *London, Brighton, and South Coast* Railway Act, 1853," authorized to be borrowed.

of the Powers of Brighton Railway Acts for Conversion of Debt into Debenture Stock.

XCVIII. The Company shall keep accurate Accounts of the Amount of Debenture Stock and Annuities from Time to Time created and disposed of by them, and of the Application of such Debenture Stock and Annuities, and the Monies raised by the Disposal thereof, separate from the Accounts of other Stocks and Shares.

Separate Account of Application of Debenture Stock to be kept.

XCIX. Nothing in this Act contained shall authorize or empower the Company to embank, encroach upon, or interfere with any Part of the Soil or Bed of the River *Thames* or the Shore thereof, except according to a Plan and Elevation and upon a Site to be approved by the Conservators of the River *Thames*, and deposited at their Office; and the Works in the River *Thames* and adjoining thereto shall be executed and performed to the Satisfaction of the Conservators.

Company not to interfere with the Bed of the River Thames, without Consent.

C. Nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Conservators of the River *Thames*, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act the said Conservators did or might lawfully claim, use, or exercise.

Saving Rights of Conservators of the River Thames.

CI. If in the course or by means of the Execution of any of the said Works any Part belonging to Her Majesty of the Shores or Bed of the said River *Arun* shall be inned, gained, or reclaimed from the Water, the said Company shall not have or exercise any Right upon the same or in respect thereof, but such Inning, Gaining, or Reclamation shall enure absolutely for the Benefit of Her Majesty the Queen, Her Heirs and Successors, and it shall not at any Time afterwards be lawful for the said Company to take, enter upon, or interfere with the Lands so inned, gained, or reclaimed for any Purpose whatsoever, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them.

Any Land reclaimed by the Works not to be taken without the Consent of the Commissioners of Woods, &c.

CII. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to the Queen's most Excellent Majesty

Saving Rights of the Crown.

Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose, (which Consent such Commissioners are hereby respectively authorized to give,) or shall take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exercisable by the Queen's Majesty, Her Heirs or Successors.

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

CIII. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act or any other Act relating to the Company authorized to be raised: Provided always, that nothing hereinbefore contained shall be deemed to prevent the 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 of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

CIV. 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 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 to 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

CV. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act or the said recited Acts authorized to be made, 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 or of the Rates for small Parcels authorized by the said recited Acts.

Expenses of Act.

CVI. All the Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall be paid by the Company.

LONDON:
Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1860.