ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

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The London, Brighton, and South Coast Railway (Dorking to Leatherhead) Act, 1863.

whereas the Construction of a Railway to connect the authorized Railway of the *Horsham, Dorking, and Leatherhead* Railway Company at *Dorking* with the *Epsom and Leatherhead* Railway at *Leatherhead* would be of public and local Advantage, and it is expedient that the *London, Brighton, and South Coast* Railway Company should be empowered to construct the same, and to raise additional Capital for the Purpose: And whereas Plans of the said intended Railway, and of the Lands proposed to be taken for the Purposes of this Act, and Sections showing the Levels of the said Railway, together with a Book of Reference to such Plans, were, before the Thirtieth Day of *November* last, deposited with the Clerk of the Peace for the County of *Surrey*: 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.

1. This Act may be cited for any Purpose as "The *London, Brighton, and South Coast* Railway (*Dorking* to *Leatherhead*) Act, 1863."

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

2. "The Railways Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," except in so far as those Acts are altered by this Act, shall be incorporated with this Act.

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

3. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following Matters, (that is to say,)

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

With respect to the Transfer or Transmission of Shares;

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

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

With respect to the Conversion of borrowed Money into Capital

With respect to the Consolidation of Shares into Stock; and

With respect to the Provision to be made for affording Access to the Special Act by all Parties interested;

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

Powers of this Act, and in those Clauses and Provisions the Expression "the Company" shall have the same Meaning as in this Act.

Interpretation Clause.

4. In construing this Act the Expression "the Company" shall mean the *London, Brighton, and South Coast* Railway Company; the Expression "the Railway" shall mean the Railway, Stations, Works, and Conveniences connected therewith by this Act authorized; and the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act or the Acts incorporated herewith, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

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

5. 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 such Construction, or other Meanings be assigned to them by this Act.

Power to take Lands.

6. Subject to the Provisions of this Act, and of the Acts incorporated herewith, the Company may from Time to Time enter upon, take, and use all or any of the Lands defined on the deposited Plans, and described in the deposited Books of Reference.

Power to make Railway according to deposited Plans.

7. Subject to the Provisions of this Act, and of the Acts incorporated herewith, the Company may from Time to Time make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections, and in and upon the Lands which the Company are by this Act authorized to enter upon, take, and use, the Railway following, with all proper Approaches, Stations, Sidings, and other Works and Conveniences connected therewith; (that is to say,)

A Railway commencing in the Parish of *Dorking* in the County of *Surrey* by a Junction with the Railway authorized to be made by "The *Horsham, Dorking, and Leatherhead* Railway Act, 1862," at or near the Point on that Railway where the same is authorized to cross the Road leading from *Dorking* to *Reigate*, and terminating in the Parish of *Leatherhead* in the said County by a Junction with the *Epsom and Leatherhead* Railway at or near the Termination thereof.

Power to stop up a certain Road.

8. It shall be lawful for the Company in the Construction of the Railway to stop up the Road numbered on the deposited Plans 102 in the Parish of *Mickleham*.

Dimensions of Bridge over Road

9. It shall be lawful for the Company, in carrying the Railway over the public Carriage Road numbered 8 in the Parish of *Dorking* upon the deposited

numbered 8 in the Parish of Dorking.

deposited Plans, to lower the said Road Eight Feet, and to construct the Archway of the Bridge with a Width between the Abutments not exceeding Twenty Feet, and with a clear Headway above the Surface of the said Road when lowered of not less than Fourteen Feet.

Power to alter Engineering Works.

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

Company not to take Land of South-eastern Company without Consent.

11. Nothing in this Act contained shall authorize the Company to alter the Level of the *Reading, Guildford, and Reigate* Branch of the *South-eastern* Railway without the Consent in Writing of the *South-eastern* Railway Company under their Common Seal for that Purpose first had and obtained, or to take or enter upon any of the Lands of the *South-eastern* Railway Company, or to alter, vary, or interfere with the *Reading, Guildford, and Reigate* Branch, or any of the Works thereof, further or otherwise than is necessary for the Construction of the Railway by this Act authorized under the *Reading, Guildford, and Reigate* Branch at the Point indicated on the deposited Plan of the Railway by this Act authorized, or at such other Point as the Company and the *South-eastern* Railway Company may agree.

Not to interfere with the Reading, Guildford, and Reigate Branch without Consent.

12. Notwithstanding anything in this Act contained, the Company shall not, for the Purpose of so forming or maintaining the intended Railway under the *Reading, Guildford, and Reigate* Branch, acquire any Ownership of or in any Land or Property of the *South-eastern* Railway Company, but only an Easement or Right, so as to form and maintain and use the intended Railway under the *Reading, Guildford, and Reigate* Branch;

Branch; and the Company shall not enter upon or interfere with that Branch Railway, or any of the Land or Works of the *South-eastern* 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 said Branch 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 *South-eastern* 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 *South-eastern* Railway Company.

Company to pay to South-eastern Company Expenses of Watchmen during Construction of Works.

13. During the Construction of the Railway hereby authorized under and adjacent to the Line of the *Reading, Guildford, and Reigate* Branch, the Company will bear and on Demand will pay to the *South-eastern* Railway Company the Expense of the Employment by them of a sufficient Number of Inspectors or Watchmen to be appointed by them for watching their Railway with reference to and during the Execution of the intended Works, and for preventing, as far as may be, 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-eastern* Railway Company shall certify that more are necessary, the Number shall not exceed Two.

Penalty in case of Interruption of Traffic on the Reading, Guildford, and Reigate Branch.

14. If by reason of any Works or Proceedings of the Company there shall be any Obstruction of or Interference with the *Reading, Guildford, and Reigate* Branch Railway, so as to prevent or impede the convenient Passage of Engines and Carriages along the same, the Company shall pay to the *South-eastern* 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 South-

15. Notwithstanding anything in this Act contained, the Company shall be responsible for and make good to the *South-eastern* Railway Company all Costs, Losses, Damages, and Expenses which may be occasioned to the *South-eastern* Railway Company, or to the *Reading, Guildford,*

eastern Company.

Guildford, and Reigate Branch 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 *South-eastern* 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 South-eastern Company.

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

For Protection of the Epsom and Leatherhead Railway.

17. Notwithstanding anything in this Act contained, the Company shall not, without the Consent in Writing under the Common Seal or respective Common Seals of the Company or Companies owning the *Epsom and Leatherhead* Railway, alter the Level of that Railway, or alter or interfere with the Terminal Station thereof, or the Yards, Buildings, and Approaches thereto, or any of the Works and Conveniences connected therewith, respectively, or take or enter upon any of the Lands heretofore of the *Epsom and Leatherhead* Railway Company, or alter, vary, or interfere with the *Epsom and Leatherhead* Railway, or any of the Works thereof, further or otherwise than is necessary for forming the Junction between the Railway by this Act authorized and the *Epsom and Leatherhead* Railway at the Point shown on the deposited Plan of the Railway, or at such other Point as the Company and the Company or Companies for the Time being owning the *Epsom and Leatherhead* Railway may agree.

Company not to take Land of Epsom and Leatherhead Company without Consent, but may acquire an Easement therein.

18. No Land heretofore belonging to the *Epsom and Leatherhead* Railway Company shall be taken by the Company without the Consent in Writing under the Common Seal or respective Common Seals of the Company or Companies owning the *Epsom and Leatherhead* Railway: Provided always, that the Company, without such Consent, may purchase and take, and the Company or Companies so owning the *Epsom and Leatherhead* Railway shall, if required by the Company, grant in perpetuity to the Company an Easement or Right of using, for the Purpose of the intended Junction of the Railway with the *Epsom and Leatherhead* Railway, such Part of the Lands heretofore of the *Epsom and Leatherhead* Company as is necessary for that Purpose.

Saving Rights of London and

19. Except as in this Act expressly provided, nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges,

The London, Brighton, and South Coast Railway (Dorking to Leatherhead) Act, 1863.

Privileges, Powers, or Authorities of the *London and South-western* Railway Company. South-western Company.

20. The following Provisions shall be in force for the Protection of the *Kingston-upon-Thames and Leatherhead* Turnpike Road Trustees, and shall be binding on and observed and carried into effect by the Company; that is to say, Provisions for Protection of Kingston and Leatherhead Turnpike Road Trustees as herein stated.

(A.) The Bridge by which the *Kingston-upon-Thames and Leatherhead* Turnpike Road will be carried over the Railway shall be of not less than Thirty-five Feet clear Width throughout between the Parapet Walls thereof, and of not less than Forty Feet clear Width, if at the Time of the Construction of the said Bridge the Roadway for a Quarter of a Mile on each Side thereof shall be not less than Forty Feet in Width, and the Approaches to the Bridge shall be of not less than Forty Feet clear Width throughout between the Fences thereof; and so much of the Road over the Bridge and the Approaches thereto shall be Carriageway, and so much thereof shall be Footways, as the Trustees shall, within Seven Days from the Receipt by them of the Plans herein-after referred to, direct:

(B.) The Inclination of the Approaches to the Bridge shall not in any Part be steeper on both Sides thereof than One in Thirty:

(C.) The Parapet Walls on each Side of the Bridge shall not in any Part be less than Six Feet Six Inches in Height above the Level of the Centre of the Road, and from those Parapet Walls on each Side of each Approach there shall be a close Screen Fence, each of at least Six Feet Six Inches in Height in every Part, and of the Length of at least One hundred and fifty Feet, measured from each of the Four Corners of the Bridge:

(D.) In continuation of each of those Fences, so far as the Road is interfered with by the Company, there shall be a Three-rail Fence of at least Four Feet in Height in every Part:

(E.) A Granite or Purbeck Kerb shall be set along the Edge of each of the Footpaths over the Bridge, and for a Length of One hundred Feet beyond the Bridge at each End thereof:

(F.) Four-inch Stoneware glazed Pipes shall be laid under the Footpaths, One hundred Feet apart, to convey the Surface Water from the Road down the Slopes of the Approaches:

(G.) The Road and Footpaths shall be made of the like Materials as the present Road and Footpaths, with not less than Twelve Inches in Depth of properly broken, clean sifted, and consolidated Materials on every Part of the Carriageway, and not less than Four Inches of clean Hoggin on every Part of the Footpaths:

(H.) A proper

(H.) A proper and sufficient temporary Road for the Accommodation of the Public shall be made and opened for public Traffic before the Road is interfered with, and shall be maintained until the Road over the Bridge is completed and fit for public Traffic:

(I.) During the Progress of the Works they shall be properly and sufficiently fenced, lighted, and watched, and the Company shall be answerable for all Accidents that occur in consequence of the Works:

(J.) The present Toll Gate, Toll House, and Garden shall be purchased and paid for; and at the Bottom of One of the Approaches to the Bridge, on a Site over which this Act confers on the Company the necessary compulsory Powers of Purchase, and to be approved by the Trustees, a new Toll Gate and Toll House and Garden, as large as the present Toll Gate and Toll House and Garden, shall be erected and provided, and the same shall be conveyed to the Trustees:

(K.) Before the Company interfere with any Part of the Road or begin any of the Works referred to in this Section they shall in every Case give at least Seven Days Notice in Writing thereof to the Trustees, accompanied by Plans, Sections, Elevations, Working Drawings, and Specifications of the proposed Works, and the same shall be submitted to the Trustees for their reasonable Approval and Correction, if requisite, and any Difference which may arise thereon shall be settled by Arbitration, and such Approval as aforesaid shall be assumed in the Absence of Objection by the Trustees for Fourteen Days:

(L.) All the Works shall be completed within Twelve Months after the Time when the Company first interfere with the Road, and to the reasonable Satisfaction in all respects of the Trustees or their Surveyor:

(M.) The Company shall at all Times keep the Bridge Approaches, Fences, and Drains, and the Works and Conveniences connected therewith, in good Repair, Order, and Condition; and if and whenever they fail so to do the Trustees may make the requisite Repairs or other Works, and the Amount of the Expense thereof shall be repaid to them by the Company, and shall be recoverable from them by the Trustees in any County Court or other Court of competent Jurisdiction, or in like Manner as Damages or a Penalty can be recovered from the Company.

Lands for extraordinary Purposes.

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

22. The

Powers for compulsory Purchases limited.

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

Period for Completion of Works.

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

Penalty for Non-completion of Railway.

24. If the Railway by this Act authorized be not completed and opened for public Traffic within the Period by this Act limited for the Completion thereof, the Company shall be liable to a Penalty of Fifty Pounds *per* Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until the Railway shall be completed and opened for public Traffic, but no Penalty shall accrue in respect of any Time during which it shall appear by a Certificate, to be obtained from the Board of Trade, that the Company was prevented from completing or opening the Railway by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

New Works to be Part of Undertaking.

25. The Railway and Works by this Act authorized to be constructed by the Company shall be deemed Part of the Undertaking of the Company, and the Byelaws, Rules, and Regulations for the Time being of the Company shall extend and apply thereto.

Tolls for Goods and Carriages.

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

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

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

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

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

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

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

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

Tolls for Passengers and Animals.

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

With respect to the Conveyance of Passengers:

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

With respect to the Conveyance of Animals:

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

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

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

Tolls for Propelling Power.

28. The Tolls which the Company may demand and receive for the Use of Engines for propelling Carriages on the Railway shall not exceed One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken: Provided always, that nothing hereinbefore contained shall extend to any Case in which any Special Train may be required and be allowed by the Company.

Regulations as to the Tolls.

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

For Persons and Things conveyed for a less Distance than Three Miles on this, or partly on this and partly on any other Railway belonging to

to the Company, the Company may demand the same Tolls and Charges as for Three Miles:

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

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

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

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

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

Tolls for small Parcels and single Articles of great Weight.

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

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

Not exceeding in Weight Seven Pounds, Threepence:

Exceeding Seven Pounds and not exceeding Fourteen Pounds, Fivepence:

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

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

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

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

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

Passengers Luggage.

31. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, One hundred and fifty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Maximum Charges for Passengers.

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

For Conveyance of Goods and Cattle.

33. It shall not be lawful for the Company to charge in respect of the several Articles, Matters, and Things, and of the several Descriptions of Animals, herein-after mentioned, conveyed on the Railway, any greater Sum, including the Charges for the Use of Carriages, Waggons, or Trucks, and for locomotive Power, and all other Charges incidental to such Conveyance, (except a reasonable Charge for the Expense of loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company,) than the several Sums herein-after mentioned; (that is to say,)

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

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

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

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

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

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

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

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

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

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

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

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

Tolls for separate Cattle Trucks.

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

Restrictions as to Charges not to apply to Special Trains.

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

Increased Charges may be taken by Agreement.

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

Application of Funds.

37. 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 any such other Act made specially applicable.

Power to raise further Money by Shares.

38. The Company may from Time to Time raise, by the Creation of new Shares and Stock in their Undertaking, or by either of those Means, (in addition to such Sums of Money as they now are or by any other Act of the present Session of Parliament may be authorized to raise,)

raise,) any further Sum not exceeding in the whole Ninety thousand Pounds.

Amount of Shares, &c.

39. The Company may from Time to Time create any new Shares or Stock by this Act authorized of such Amounts as shall be fixed and determined by the Resolutions of any Ordinary or Extraordinary Meetings of the Company; and such Meetings may from Time to Time (but subject to the Provisions of this Act) fix the Amounts and Times of Payment of the Calls on the new Shares created under the Powers of this Act; and the Company may dispose of such Shares and Stock to such Persons and on such Terms and Conditions as the Company think fit: Provided always, that no such Stock shall be issued to any Person except upon Payment of the full nominal Value thereof: Provided also, that it shall not be necessary for the Company to apportion such new Shares or Stock amongst the then Shareholders of the Company.

Privileges may be attached to new Shares.

40. The Company may from Time to Time, with the Sanction of Three Fifths at least of the Votes of the Shareholders present, personally or by proxy, at any Extraordinary Meeting convened with Notice of that Purpose, attach to all or any new Shares or Stock or any Class of new Shares or Stock created under the Powers of this Act before the Issue thereof any preferential, fixed, fluctuating, contingent, perpetual, or terminable Dividend, and also, if the Company so think fit, any total or partial, permanent or temporary, Restriction of the Rights of Voting and other Qualifications of the Holders thereof: Provided, that any such fixed or preferential Dividend shall not exceed the Rate of Five Pounds *per Centum per Annum* on the Amount of the Stock, or on the Amount for the Time being paid upon the Shares to which the same is attached, and that all Shares or Stock of the same Class shall be of the like Amount, and shall confer like Privileges, and shall bear like Dividends or Interest, and be subject to like Restrictions, if any.

Preferential Dividends not to carry Arrears beyond One Year.

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

Saving existing Preference Shares.

42. Provided always, That any Preference or Priority in the Payment of Interest or Dividend which may be granted in respect of any new Shares or Stock (other than Debenture Stock) in pursuance of this Act shall

shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock which may have been previously granted by the Company by or in pursuance of or which may have been confirmed by any Act of Parliament passed prior to the passing of this Act, or which may otherwise be lawfully subsisting.

New Shares how offered to existing Shareholders.

43. Any such new Shares or Stock which may be apportioned by the Orders of any such Meeting among the then Shareholders shall be offered to them by Circular given to or sent by Post addressed to each Shareholder according to his Address in the Books of the Company, or left at his usual or last known Place of Abode; and every such Offer made by Letter sent by Post shall be considered as made on the Day on which such Letter in the ordinary Course of Delivery ought to reach the Place to which it is addressed.

Vesting or other Disposition of such Shares.

44. Such last-mentioned new Shares or Stock shall vest in and belong to the then Shareholders or Proprietors of Stock who shall, by Writing under their Hands, accept the same and pay the Value thereof to the Company at the Time and (as regards Shares) by the Instalments which shall be fixed by the Directors; and if any then Shareholder or Proprietor of Stock for One Month after such Offer of new Shares or Stock fail to accept the same, and pay in the Case of Stock the nominal Value thereof, and in the Case of Shares the Instalments called for in respect thereof, the Directors may dispose of the same in such Manner as they may deem most for the Advantage of the Company.

Limit of Amount and Number of Calls.

45. The Amount of any One Call to be made in respect of the new Shares created under the Powers of this Act shall not exceed the Rate of Twenty-five Pounds *per Centum* on the Amount of such Shares, and there shall be an Interval of Two Calendar Months at the least between every Two successive Calls, and not more than Three Fourths of the Amount of each Share shall be called up in any One Year.

Dividends on new Shares.

46. Every Person who becomes entitled to any new Share or Stock created under the Powers of this Act shall in respect of the same be a Shareholder or Proprietor in and of the Undertaking of the Company, and (except as otherwise provided by or under the Powers of this Act) shall be entitled to a Dividend with the other Shareholders or Proprietors proportioned to the Amount of such Stock, or to the whole Amount for the Time being paid up on such Share, as the Case may be.

Qualification, &c. for new Shares and Stock.

47. Except as by or under the Powers of this Act otherwise provided, all such new Stock shall in proportion to the Amount thereof, and all such new Shares shall in proportion to the Amount for the Time being paid

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 instead.

48. 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.

49. The Receipt of the Guardian of any Shareholder being a Minor, or the Committee of any Shareholder being an Idiot, a 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.

50. The Company may from Time to Time raise any additional Sum, not exceeding in the whole Thirty thousand Pounds, by borrowing on Mortgage, but no Money shall be so borrowed until under the Powers of this Act the said additional Capital of Ninety thousand Pounds shall have been subscribed for or taken, and One Half of that Amount shall have been 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 of Ninety thousand Pounds has been subscribed for or taken *bonâ fide*, and is held by the Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

Priority of existing Mortgages.

51. All Mortgages granted by the Company before the passing of this Act, and which shall be in force at the Time of the passing of 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 Monies raised under this Act.

52. 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 to the Purposes of the Undertaking of the Company authorized by this Act.

Extending Powers for the Conversion of Shares into Stock.

53. 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, whether paid up in pursuance of Calls or wholly or partly in anticipation of Calls.

54. Subject

Extending to Money borrowed under this Act certain Powers of the Company under other Acts for Conversion of Debt into Debenture Stock and Annuities.

54. 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 South Coast* Railway Act, 1853," "The *London, Brighton, and South Coast* Railway Act, 1854," and "The *London, Brighton, and South Coast* Railway Company's Act, 1859," 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 Debenture Stock and of perpetual Annuities, in lieu of and in substitution for borrowing or reborrowing and providing Funds for paying off Mortgages or Bonds, and otherwise relating to such Debenture Stock and Annuities, and the Application and Investment of the Money to arise from the Grant, Sale, and Issue of any Debenture Stock and perpetual 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.

Separate Accounts of Application of Debenture Stock and Annuities to be kept.

55. The Company shall keep accurate and separate 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.

Interest not to be paid on Calls paid up.

56. 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 Powers of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

57. It shall not be lawful for the Company, out of any Money by this 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 of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

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

58. Nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized from the Provisions of any General Act relating to Railways, or to the better or 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 or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, and of the Rates for small Parcels, authorized by this Act.

Expenses of Act.

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

The

The SCHEDULE referred to in the foregoing Act.

FIRST CLASS.

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

SECOND CLASS.

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

THIRD CLASS.

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

The London, Brighton, and South Coast Railway (Dorking to Leatherhead) Act, 1863.

FOURTH CLASS.

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

FIFTH CLASS.

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

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1863.