

ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

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Acts of Parliament, Deeds, and Instruments become vested in the Company: And whereas pursuant to "The *Wimbledon and Croydon* Railway Act, 1856," the Railway (herein-after called "the *Wimbledon and Croydon* Railway") constructed under the Powers of "The *Wimbledon and Croydon* Railway Act, 1853," has been demised to the Company for a Term of Twenty-one Years, and by "The *London, Brighton, and South Coast* Railway Company (Capital) Act, 1858," the *Wimbledon and Croydon* Railway Company are authorized to sell and transfer their Undertaking to the Company, who are authorized to accept and take such Transfer: And whereas by "The *Croydon and Balham Hill* Railway Act, 1860," the Company were authorized to make and maintain a Railway (herein-after called "the *Balham Hill* Railway") from their Main Line in the Parish of *Croydon* to join the *West End* Railway in the Parish of *Streatham* in the County of *Surrey*, with a Branch to the Main Line of the Company in the said Parish of *Croydon*: And whereas the Company have proceeded to put "The New Lines Act, 1862," into execution: And whereas it is expedient that the Company should be empowered to make the several Railways herein-after described for the Purpose of affording more convenient Means of Access between the several Railways of the Company, *Tooting*, and the intermediate and other Places and the Metropolis, and those Railways will be of public and local Advantage: And whereas Plans and Sections of those proposed Railways showing the Lines and Levels thereof, with a Book of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands and Houses through which those Railways will pass, or which may be taken for the Purposes thereof, have been deposited with the Clerk of the Peace for the County of *Surrey*: And whereas it is expedient that the Company should be empowered to raise more Money for the Purposes aforesaid: And whereas it is expedient to authorize Contracts and Arrangements between the Company on the one Part, and the *London, Chatham, and Dover* Railway Company, the *Wimbledon and Croydon* Railway Company, and the *Banstead and Epsom Downs* Railway Company, or any of them, on the other Part, with reference to the working of their Railways and to Traffic, and to the other Matters herein-after in this Behalf mentioned: And whereas it is expedient that such Powers of working over and using the *Wimbledon and Croydon* Railway as are herein-after contained should be conferred upon the Company: 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,)

19 & 20 Vict. c. cv.
16 & 17 Vict. c. lxxxvi.
21 & 22 Vict. c. lvii.
23 & 24 Vict. c. cix.
25 & 26 Vict. c. lxxviii.

1. This

London, Brighton, and South Coast Railway (Mitcham and Tooting Lines, &c.) Act, 1863.

Short Title.

1. This Act may be cited for any Purpose as "*London, Brighton, and South Coast* Railway (*Mitcham* and *Tooting* Lines, &c.) 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 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 the borrowed Money into Capital, with respect to the Consolidation of the 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 by or under the Powers of this Act otherwise provided for respectively apply to all Shares and Stock created, and to all Mortgages 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.

4. In construing this Act, and in connexion with this Act the Acts and Parts of Acts incorporated with this Act, the following Words and Expressions shall have the respective Meanings herein-after assigned to them, unless excluded by the Subject or Context; (that is to say,)

"The Special Act" shall mean this Act:

"The Company" shall mean the Company incorporated by the Consolidation Act, and known as "the *London, Brighton, and South Coast* Railway Company:"

"Share" shall include "Stock:"

"Interest at the Rate allowed by Law," and all analogous Expressions, shall mean Interest at the Rate of Five *per Centum per Annum*:

"Superior Courts" shall include any Court of competent Jurisdiction as interpreted by this Act:

"Court of competent Jurisdiction," or any other like Expression in this Act, 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:

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"The Railway" and "the Railways" shall respectively include all the Railways and Junction Railways by this Act authorized to be constructed:

"Clerks of the several Parishes in *England*" and "Parish Clerks" in "The Railways Clauses Consolidation Act, 1845," shall respectively mean, as regards each of the Parishes of *Camberwell* otherwise *Saint Giles Camberwell*, and *Lambeth* otherwise *Saint Mary Lambeth*, the respective Vestry Clerk of that Parish, and as regards each of the Parishes or Places of *Streatham* and *Tooting Graveney*, the Clerk of the District Board of Works for the District of *Wandsworth*.

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

Power to make Railways according to deposited Plans.

6. Subject to the Provisions and Powers of Deviation in this Act and the incorporated Acts contained, the Company may make and maintain the Railways and Works by this Act authorized in the Lines and upon the Lands delineated on the Plans and described in the Book of Reference, and according to the Levels defined on the Sections deposited as aforesaid, and may enter upon, take, and use such of those Lands as they think necessary for the Purposes of this Act.

Description of Railways.

7. The Railways and Works by this Act authorized comprise the following; (that is to say,)

A Railway (on the Plans deposited as aforesaid described as Junction Railway No. 1.) commencing in the Parish of *Camberwell* otherwise *Saint Giles Camberwell* by a Junction with the Railway No. 1. (*Beckenham* Section) authorized by "The *London, Chatham, and Dover* Railway (Metropolitan Extensions) Act, 1860," and terminating in the said Parish of *Streatham* by a Junction with the Railway next herein-after described at or near *Rosendale Road*, on *Knight's Hill*:

A Railway (Part of the Railway described on the aforesaid Plans as Main Line No. 1) commencing by a Junction with the Railway last herein-before described at the Termination thereof, and terminating in the Parish of *Mitcham* in the County of *Surrey* by a Junction with the *Wimbledon and Croydon* Railway:

Main Line No. 2. A Railway commencing in the said Parish of *Mitcham* by a Junction with the *Wimbledon and Croydon* Railway, and terminating in the Parish of *Sutton* in the County of *Surrey* by a Junction with the *Croydon and Epsom* Railway of the Company:

The *Tooting* Branch (No. 3.) A Railway commencing in the Parish of *Streatham* in the County of *Surrey* by a Junction with the Main Line No. 1, and terminating in the Parish of *Tooting Graveney* in the same County:

Junction Railway No. 2. A Railway (wholly in the Parish of *Lambeth* otherwise *Saint Mary Lambeth* in the County of *Surrey*) commencing by a Junction with the Main Line No. 1, and terminating by a Junction with the *West End* Railway:

Junction Railway No. 3. A Railway (wholly in the said Parish of *Lambeth*, otherwise *Saint Mary Lambeth*) commencing by a Junction with the Main Line No. 1, and terminating by a Junction with the *West End* Railway:

Junction Railway No. 4. A Railway (wholly in the said Parish of *Streatham*) commencing by a Junction with the Main Line No. 1, and terminating by a Junction with the *Balham Hill* Railway:

Junction Railway No. 5. A Railway (wholly in the said Parish of *Streatham*) commencing by a Junction with the *Balham Hill* Railway, and terminating by a Junction with the Main Line No. 1:

Junction Railway No. 6. A Railway (wholly in the said Parish of *Streatham*) commencing by a Junction with the *Balham Hill* Railway, and terminating by a Junction with the *Tooting* Branch (No. 3.)

Power to alter Engineering Works.

8. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railways may deviate from the Line 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 Certificate, provided it shall appear to them upon due Inquiry that the Company has 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, and Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Saving Rights of Secretary of State for the War Department.

9. And whereas it is necessary that the Fortifications and Works belonging to Her Majesty, and under the Charge of Her Majesty's Principal Secretary of State for the War Department, should be preserved intact and free from all Obstruction: Be it therefore enacted, That nothing in this Act contained shall authorize the Company to enter upon, use, or interfere with any Land, Soil, or Water, or any Right in respect thereof, or to take away, lessen, prejudice, or alter any of the Rights, Privileges, or Powers, vested in or exercised by the said Principal Secretary for the Time being without his previous Consent signified in Writing under his Hand, and which Consent the said Principal Secretary for the Time being is hereby authorized to give, subject to such special or other Conditions as he shall see fit to impose on the said Company.

As to Communication with London, Chatham, and Dover Railway.

10. The Communication between the Junction Railway No. 1. hereby authorized and the Railway of the *London, Chatham, and Dover* Railway Company (herein-after called "the *Dover* 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 that Company.

Company to pay all Expenses of such Communication.

11. The Expense of the Communication hereby authorized of the Junction Railway No. 1. with the Railway of the *Dover* 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 (except in so far as may be otherwise agreed between the Company and the *Dover* Company) be borne and paid by the Company; and the Communication, 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 the *Dover* 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.

Signals and Watchmen at Junction with Dover Company's Line.

12. The *Dover* Company may from Time to Time erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants, as that Company may deem necessary for the Prevention of Danger or Detention to or Interference with Traffic upon their Line at or near the Junction between the Junction Railway No. 1. by this Act authorized and the Railway of the *Dover* Company, and the Working and Management of such Signals,

Works,

Works, and other Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Servants, shall belong exclusively to the *Dover* Company; and all the Costs and Expenses of erecting and maintaining and altering such Signals, Works, and Conveniences shall (except in so far as may be otherwise agreed between the Company and the *Dover* Company) be repaid by the Company to the *Dover* Company on Demand, and in default the Amount of such Costs and Expenses may be recovered from the Company in any Court of competent Jurisdiction.

Saving Dover Company's Lands and Works.

13. Nothing in this Act or the Acts incorporated herewith contained shall authorize the Company to enter upon, take, or use any Lands of the *Dover* Company further than is necessary for the Execution of the Purposes of this Act without in each Instance the previous Consent in Writing of the *Dover* Company under their Common Seal.

Provision for the Use of Part of Railways and common Station to be erected thereon.

14. The *Dover* Company may pass over and use with their Engines and Carriages, Officers and Servants, and for the Purposes of all Traffic of every Description, such Portion or Portions of Railway constructed under the Powers of this Act as may intervene between the Metropolitan Extension Lines of the *Dover* Company and the Junction Station hereinafter mentioned, and also all Junctions, Sidings, Platforms, Booking and other Offices, Warehouses, Watering Places and Supplies of Water, Approaches, Turntables, Works, and Conveniences necessary for such Traffic in, upon, or connected with the said Portion or Portions of Railway and Station; and as regards Traffic conveyed by them the *Dover* Company may demand and take the same Tolls and Charges upon and in respect of the said Portion or Portions of Railway and Station, and also the Junction Station to be erected by the Company between *Knight's Hill* aforesaid and *Church Road*, as if such Portion or Portions of Railway and Station were Part of the Railways and Works of the *Dover* Company: Provided, that such Junction Station shall be constructed so as to be as convenient for the User of the *Dover* Company as the Company, having reference to the Requirements of the Two Companies.

Terms of such Use.

15. The Terms, Conditions, and Regulations to be observed and fulfilled, and the Tolls, Charges, Rent, or other Consideration to be paid, by the *Dover* Company for and in respect of the Use of such Portion or Portions of Railway and Station, shall be such as are from Time to Time agreed upon between the Company and the *Dover* Company, or, failing such Agreement, as may from Time to Time be determined by an Arbitrator to be appointed by the Board of Trade on the Application of either of the Companies, and the Cost of the Arbitration shall be in his Discretion, and the Decisions of such Arbitrator shall be final and binding on both Parties.

16. In

Facilitating Transmission of Traffic over certain Lines.

16. In order to facilitate the Transmission of Traffic (whether Passengers, Animals, Goods, Minerals, or other Things) passing or intended to pass over the Railways by this Act authorized, or any Part thereof, to or from the *West End and Crystal Palace* Line (excepting as regards *West End* Traffic only between the *Victoria* Station or *Kensington* Station and the Portion of the *West End* Line lying to the West and North-west of the existing *Streatham* Station thereon), the *Croydon and Balham* Line, the *Wimbledon and Croydon* Line, the Portion of the *Croydon and Epsom* Line between *Sutton* and *Epsom*, or the *Banstead and Epsom Downs* Line, or any Line or Lines forming a Junction with the Lines by this Act first, secondly, thirdly, and fourthly authorized, or either of them, which may hereafter be constructed by the Company or used by them between the said Junction Station on the North, *Epsom* on the South, the *South-western* Main Line on the West, and the *Brighton* Company's Main Line on the East, (which said several Railways and Portions of Railway are in this Clause referred to as "the several Railways aforesaid,") from or to any Station of the *Dover* Company in *London* or *Westminster*, or from or to any Station on their Metropolitan Extension Lines North of the said Junction Station, and to provide against any undue Interruption or Delay in the Passage of such Traffic to its Destination, and for a proper and mutual Interchange of Rolling Stock for the Accommodation of such Traffic, and to regulate their respective Rights with regard to such Traffic, the Company and also the *Dover* Company shall (upon and from the Expiration of One Month after Notice in Writing to put this Clause into operation shall have been given by the one Company to the other Company) be bound by, and shall fulfil, observe, and conform to, the following Stipulations and Provisions; (*videlicet*,)

First. The *Dover* Company shall book and invoice through over the said Railways by this Act authorized and the several Railways aforesaid, and the Company shall book and invoice through over the Metropolitan Extension Railways of the *Dover* Company North of the said Junction Station, all such Traffic as aforesaid:

Second. The *Dover* Company and the Company respectively shall carry on such Traffic without Change of Carriage, Waggon, or Truck, except in Cases in which from the small Amount of Traffic to be forwarded such Change is reasonable, and except in Cases where the Traffic Managers of the Two Companies may otherwise agree:

Third. Each Company shall for and in respect of all such Traffic, and for all Purposes of this Clause, at all Times afford to and for the other Company and the Public all needful Accommodations, Facilities, and Conveniences at, on, and over the Railways by this Act authorized, and the several Railways aforesaid, and the Stations thereon, and the before-mentioned Lines of the *Dover* Company, and the

the Stations thereon respectively, by their respective Trains, and by Through Booking, Through Rates, Through Waggons, Trucks, and Carriages, and by mutual Interchange of Rolling Stock, and shall at all Times and in all respects conduct, forward, carry on, and accommodate all such Traffic as aforesaid on equal Terms with and as if it were their own proper Traffic, and without Preference in favour of their own Lines:

Fourth. Subject to any special Agreement as to Payment to be made for the Use of the said Junction Station, the Rates and Charges for such Traffic shall be divided by actual Mileage (after deducting Government Duty, and such Terminal Charges on Goods and Passengers as may be agreed upon between the said Companies, or as may in default of Agreement be determined by Arbitration as herein-after provided), and out of such Rates and Charges each Company shall receive their full Mileage Proportion of the whole Distance which the Traffic passing over their Railway shall have actually traversed, and the Companies shall monthly account with each other on this Basis:

Fifth. Subject to any Agreement now existing, the Rates and Charges for all such Traffic as aforesaid between the *Victoria* and *London Bridge* Stations, or other *London* Terminal Station of the Company, or the *Earl Street* or *Victoria* Station, or other *London* Terminal Station of the *Dover* Company, and any Stations on the Lines by this Act authorized, and the said several Railways aforesaid, shall be the same, and this Provision shall attach whether such Traffic passes wholly over the Railways of the Company and the Railways authorized by this Act, or the several Railways aforesaid, or partly over the same and partly over the Railways of the *Dover* Company; and this Provision shall apply to every Station for the Time being on the Lines of either Company within the Segment of a Circle of which the *West End* Line shall form the Base, the said Junction Station shall be the Centre, and the Radius shall be a Line drawn so as to pass One hundred Yards to the South of the existing *Herne Hill* Station of the *Dover* Company:

Sixth. Before the Railways by this Act authorized are open for public Traffic the last-mentioned Rates and Charges shall, unless previously agreed upon between the Company and the *Dover* Company, be determined by Arbitration as herein-after provided; and whether the Scales of those Rates and Charges from Time to Time in force shall have been fixed by Agreement or by Arbitration, either of the Companies interested may, at Intervals of not less than Six Months from such opening, by Notice in Writing to the other of such Companies, require the same to be revised; and if for One Month thereafter a revised Scale is not agreed upon between them, the Question of such Revision, and (if such Revision be deter-

mined upon) the revised Scale to be adopted, shall be settled by Arbitration:

Seventh. The Terms on which the Interchange of Rolling Stock between the Company and the *Dover* Company shall be made shall be those adopted by the Railway Clearing House:

Eighth. In order to provide for the due and punctual Correspondence of Through Trains at the said Junction Station, and for securing the proper and expeditious Transmission of such Through Traffic to its Destination, the Company shall at all Times cause to stop at the said Junction Station for the Purpose of affording such Correspondence all Ordinary Trains destined for or coming from any Station on the said several Lines of Railway, and the *Dover* Company shall arrange their Trains to meet such Trains of the Company at the said Junction Station:

Ninth. In order that the Traffic to which this Clause relates may be accommodated at all Times by Express and Fast Trains to the same Extent in all respects as similar Traffic to or from any Places on the Lines of the Company North of the said Junction Station, the Company shall stop at the said Junction Station an adequate and proper Number of Express and Fast Trains for taking up such Traffic in manner aforesaid, and delivering the same at Points South of the said Junction Station, or for delivering the same at such Junction Station to be taken on by the *Dover* Company to Points on their Railway North of such Station:

Tenth. In order to give full Effect to the Intent and Meaning of this Clause and the various Stipulations therein contained the Company shall, as regards the Number, Speed, and Convenience of Trains for the Traffic to which this Clause relates, afford at all Times Facilities equal at least to the Facilities which the Company shall or may provide for their own Traffic upon any of their Lines between *London* and *Epsom*, or other Places affected by this Clause:

Provided that neither the *Dover* Company or the Company shall be bound to run any Special or Extraordinary Train for the Accommodation of the other Company.

For extending the last Section to all the Traffic of the Company.

17. Provided always, That if the Company shall at any Time or Times give Notice to the *Dover* Company of their Desire to put the last preceding Clause into operation, so as to extend to all or any of the Company's Traffic, whatsoever its Route or Destination, or whencesoever coming, and passing to or from the said Junction Station, then upon and from the Expiration of Two Months from the Date of such Notice, and the Settlement of the Terms as hereafter mentioned, that Clause and all the Stipulations and Provisions thereof shall extend and apply, until determined by mutual Consent, to such Traffic on such Terms as may then

then be agreed upon between the Two Companies, or in the event of Difference be settled by Arbitration.

Differences to be settled by Arbitration.

18. All Matters in question by the Four last preceding Clauses, or either of them, directed to be settled by Arbitration, and all Questions and Differences which may at any Time arise between the Company and the *Dover* Company as to the Construction or Effect of those Clauses, or either of them, or the Performance, Observance, Non-performance, or Non-observance of any of the Provisions thereof, or any Matters connected therewith or consequent thereon, shall be determined by an Arbitrator to be appointed by the Companies in difference, or (if for Fourteen Days after the Question or Difference arises they do not agree upon an Arbitrator) by the Board of Trade, upon the Application in Writing of either Company, and the Decisions of every such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of the Arbitration shall be in his Discretion.

Mode of giving Notice.

19. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the giving of Notices are incorporated with this Act, and shall apply to any such Notice as aforesaid, and with reference thereto the Expression "the Company" shall mean either the Company or the *Dover* Company, as the Case may require.

As to Communications with Wimbledon and Croydon Railway.

20. The Communications between the Railways by this Act authorized and the *Wimbledon and Croydon* Railway shall (as well after the Expiration or other Determination of the Lease of the *Wimbledon and Croydon* Railway as during that Lease) be repaired and maintained by and at the Expense of the Company, but (after the Expiration or other Determination of that Lease) to the reasonable Satisfaction of the Engineer for the Time being of the *Wimbledon and Croydon* Railway Company; and this Act or the incorporated Acts shall not authorize the Company to alter the Line or Levels of the *Wimbledon and Croydon* Railway further or otherwise than may be necessary for the Construction of the Railways and Junctions as by this Act authorized, and the convenient Intercommunication between such Railways.

For Protection of Sewers of Metropolitan and other Boards.

21. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of, or so as to interfere with, any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under "The Metropolis Local Management Act, 1855," and "The Metropolis Management Amendment Act, 1862," or with any Sewers or Works to be made or executed by the said

said Boards or Vestry, or either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Works until they shall have given to the said Metropolitan Board or to the District Board or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, for the Time being, with a Plan and Sections showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid; and the Company shall comply with and conform to all reasonable Directions and Regulations of the said Metropolitan Board and of the respective Boards or Vestries in the Execution of the said Works, and shall provide by new, altered, or substituted Works in such Manner as such Boards or Vestries shall reasonably require for the proper Protection of, and for preventing Injury or Impediment to, the Sewers and Works herein-before referred to by or by reason of the said intended Works or any Part thereof, and shall save harmless the said Metropolitan Board, District Board, and Vestry respectively against all and every the Expense to be occasioned thereby; and all such Works shall be done under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board, District Board, or Vestry, as the Case may be, at the reasonable Costs, Charges, and Expenses in all respects of the Company; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by or at the Costs, Charges, or Expenses of the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Metropolitan Board, District Boards, and Vestry respectively, and be maintained by them, as the Case may be, as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the said Metropolitan Board, District Boards, and Vestries, or any or either of them, or their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

Width and Headway for Roads and Streets.

22. Wherever the Railway shall be carried across any public Carriage Road or public Street within the Jurisdiction of the Metropolitan Board of Works, it shall be made there and shall thenceforth be maintained so as not to lessen the present clear Width of such Road or Street including the Footway (where a Footway now exists), and with

with a Headway of a clear Height of Sixteen Feet throughout the whole Width of such Road or Street; and the Company shall not execute or commence the Execution of any Bridges proposed to be constructed for the Purpose of carrying the intended Railway over any Road, Street, or Way within the Area under the Jurisdiction of the Metropolitan Board of Works until they shall have given to the said Metropolitan Board of Works Fourteen Days Notice in Writing of their Intention to commence the same by leaving such Notice at the Office of the said Board, with Plans, Elevations, and Sections of the Construction of the said Bridges, and until the said Board shall have signified their Approval of the same, unless the said Board do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plans, Elevations, and Sections as aforesaid and the Company shall comply with and conform to all reasonable Directions and Regulations of the said Board in the Execution and subsequent Maintenance of the said Works, and shall provide by new, altered, or substituted Works in such Manner as the said Board may deem necessary for the proper Execution of the said Works, and for preventing Interference with Traffic, Injury, or Impediment in the said Streets, Roads, or Ways by or by reason of the said intended Works or any Part thereof, and shall save harmless the said Metropolitan Board of Works against all and every Expense to be occasioned thereby; and all such Works shall be done under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board of Works at the reasonable Costs, Charges, and Expenses in all respects of the said Company; and all reasonable Costs, Charges, and Expenses which the said Metropolitan Board may be put to by reason of the Works of the Company, whether in the Execution of Works, the Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to the said Board by the Company on Demand: Provided that if the said Board and the Company shall differ as to any such Plans, Elevations, and Sections as aforesaid, or the Mode of carrying out the same, or any other Matter or Thing arising out of this or the preceding Clause, every such Difference shall, on the Application of the said Company or of the said Metropolitan Board, be referred to an Engineer to be named by the Board of Trade to determine the same.

The Turnpike Road at Merton not to be interfered with.

23. It shall not be lawful for the Company, without the Consent of the *Epsom* Turnpike Road Trustees, to alter the present Level or Width, or in any Manner to interfere with the Surface, of the Turnpike Road from *Epsom* to *London*, or the Footpaths thereof near the *Waterfall House* at *Merton* in the Parish of *Mitcham*.

As to the Surrey and Sussex Roads.

24. The Company shall not in carrying the Railway under the *Streatham Road*, numbered 69 upon the deposited Plans, in the Parish of *Streatham* in the County of *Surrey*, or under the *Tooting and Mitcham*

Mitcham Road, numbered 4 upon the deposited Plans, in the Parish of *Tooting* in the said County of *Surrey*, alter the present Level of those Roads or any Part thereof respectively, save and except as follows; that is to say,

To what Extent Roads may be altered.

The Company may raise the Surface of the *Streatham Road* Fifteen Feet Six Inches and no more, but the Inclinations of the raised Road on the North Side shall not be steeper than One Foot in Forty Feet, and upon the South Side not steeper than One Foot in Thirty-five Feet; and the Company may also raise the Surface of the *Tooting and Mitcham Road* Seventeen Feet and no more, but the Inclinations of the last-mentioned Road, when raised, shall not be steeper than One Foot in Forty Feet on both Sides of the Railway; and the Company shall lengthen the Bridge over the Brook on the South Side of the Railway, and rebuild the Parapet Walls thereof, and erect Fences thereon, and do all necessary Works for the Protection of the Public, and Preservation of the full Width of the said Road, and so as to preserve the Waterway; and the altered Roads shall be reconstructed with the same Description of Materials as the same now are composed of, to the reasonable Satisfaction of the Trustees of the *Surrey and Sussex* Roads, or of their Surveyor for the Time being.

Construction of Bridges and Works under Surrey and Sussex Roads.

25. The Bridge for carrying the said *Streatham Road* over the Railway shall be constructed so as to leave a clear Width between the Parapets and Fences not less than the present Width of such Road and the Footpaths thereof where altered; and the Bridge for carrying the said *Tooting and Mitcham Road* over the Railway shall have a clear Width between the Parapets and Fences of not less than Thirty-five Feet, and so much of that Width shall be Carriage Road and so much Footpath as the Trustees shall approve; and both such Bridges shall have substantial Parapet Walls or Screens on each Side thereof respectively not less than Six Feet Six Inches in Height above the Surface of the said Roads, and from the Four Ends of the said Parapet Walls of each of such Bridges the Company shall make Four Screen Walls or close Fences, all of which shall be at least One hundred and fifty Feet in Length, and which Screens shall be of the same Height as the said Parapet Walls respectively; and the Company shall lay down Curbstones at the Edges of the Footpaths which are proposed to be made over such Bridges, and extend the said Curbstones respectively for a Distance of at least One hundred Feet from each End of the Four Corners thereof respectively; and the Company shall relay and make good to the reasonable Satisfaction of the said Trustees or their Surveyor all the Drains of the said Roads which may be interfered with by the Company, or construct new ones, if necessary; and all such Works shall be done by and at the Expense of the Company.

26. The

Precaution during Works.

26. The Company shall at their own Expense do all such Things in the way of lighting, watching, and fencing, and take all such precautionary Measures during the Progress of the proposed Works of the Company connected with the said Roads, as are requisite for the public Safety and Convenience and the Protection of such Roads and of the Travellers thereon, and shall as between the Company and the Trustees be answerable for all Accidents and Damages happening by reason or in consequence of any such Works of the Company.

Traffic on the Roads not to be stopped during the Works.

27. The Company shall not at any Time during the Progress of any of the Works of the Company connected with the said Roads shut up such Roads, or in any way impede the public Traffic along more than One Half of the Width of either of them at any one and the same Time, or if One Half of either of the said Roads be insufficient in Width for the free Passage of Two Carriages abreast, then no more than Fifty Yards in Length of the Road, where One Half thereof is so insufficient, shall be altered or interfered with by the Company at any One Time.

Works connected with Surrey and Sussex Roads to be made under Superintendence of their Road Surveyor.

28. No Works of the Company connected with the said Roads shall be begun under this Act until the Expiration of Ten Days after Notice in Writing of the Intention to begin such Works shall have been delivered to the said Surveyor; and the Alteration of the said Roads, or either of them, for the Purpose of making the Railway and Works, and the remaking of such Roads, and all other Works of every Description connected with the said Roads at any Time thereafter to be done by or for the said Company, shall be done under the Direction and Superintendence and to the reasonable Satisfaction of the said Trustees or of their Surveyor for the Time being.

The Bridges for crossing the said Turnpike Road to be completed in Six Months.

29. The Company shall finish and complete to the reasonable Satisfaction of the said Trustees or their Surveyor for the Time being the said Bridges, Carriageways, Parapet Walls, Screen Walls, Fences, and all other Works and Things by this Act required to be made or done by the Company in connexion with the said Roads respectively, and restore and give to the Public the full Use of the Carriageways within Twelve Calendar Months after the Days on which the said Roads respectively shall be first broken up or interfered with, or the Use thereof by the Public in any way interrupted or made less convenient than theretofore, or within such extended Time as may be agreed upon between the said Trustees and the Company.

Company to make good Damage to Roads.

30. If in the Execution of any of the Works the Company do or cause any Injury or Damage to the said Roads or either of them, or any Part thereof respectively, or to any Brick or other Drain, Sewer, Cesspool,

pool, Water Channel, or other Convenience connected with either of the said Roads, and do not forthwith proceed to repair and make good such Injury or Damage so as to restore the same respectively to as good a State as the same were in before such Damage or Injury was done, to the reasonable Satisfaction of the said Trustees or their Surveyor, then and in such Case the said Trustees may make all such Repairs, and the reasonable Expenses of such Repairs shall be paid by the Company to the Trustees on Demand in Writing, or in default of Payment for Twenty-one Days after such Demand the same may be recovered by the said Trustees from the Company in any Court of competent Jurisdiction.

If the Company fail to repair Roads Trustees may repair.

31. If and so often as the Company shall fail to repair and keep in good and complete Repair, and maintain to the reasonable Satisfaction of the said Surveyor for the Time being, the said Bridges, Walls, Screens, Fences, Sewers, Drains, and other Works connected with the Crossings of the said Roads, and if, after Notice thereof given to the Company by or on behalf of the Trustees, the Company fail for Three Weeks to begin such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, the Trustees may repair and make good the same, and all the reasonable Costs, Charges, and Expenses incurred in that Behalf by the Trustees shall be paid on Demand by the Company, or on Failure of Payment for Twenty-one Days after such Demand the same may be recovered from the Company, with full Costs of Suit, in any Court of competent Jurisdiction.

Reference to Arbitration in case of Dispute.

32. In case of any Dispute or Difference between the Company or their Engineer and the said Trustees or their Surveyor with reference to any of the Matters aforesaid, the same shall forthwith be referred to and decided by an Arbitrator to be appointed by both Parties, and in case of Failure to appoint such Arbitrator, or in case of Difference between them, the same shall, on the Application of either Party, be referred to and decided by an Engineer to be appointed by the Board of Trade.

Alterations with Consent of Road Trustees.

33. Provided always, That the said Trustees and the Company may agree with each other for the carrying of the Railway under or over the said Roads in any other Manner than is in this Act expressed, and for the making, doing, and maintaining by the Company of all such Works, Matters, and Things as may be necessary or expedient for the Purpose of this Act required in connexion with the said Roads; and if any such Agreement be made, it shall not be binding on the Company to do such of the Works, Matters, and Things by this Act required to be done by them in connexion with the said Roads as by the Agreement the said Trustees may expressly dispense with.

34. The

As to Construction of Bridges under Railway.

34. The Width of the Arch of every Bridge to be erected for the Purpose of carrying the Railway over any public Road under the Jurisdiction of the Board of Works for the *Wandsworth* District shall be not less than Thirty-five Feet, and the clear Height thereof from the Surface of the Road shall be not less than Sixteen Feet: The Descent made in the Road in order to carry the same under any such Bridge shall not be more than One in Thirty.

Saving Rights of Wandsworth District Board.

35. Except only as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Powers, Rights, Privileges, and Authorities of the Board of Works for the *Wandsworth* District.

As to Construction of Bridges for carrying Railway over Roads in Carshalton.

36. With respect to that Part of the Railway which will be made within the Parish of *Carshalton*, the Bridge for carrying the Railway over the Road shall be made there and shall thenceforth be maintained by the Company with Girders of the clear Span and with a Headway of the clear Height herein-after specified in connexion with that Road; that is to say,

No. of Road on deposited Plan.	Span.	Headway.
75	Full Width of Road and Pathway not exceeding 40 Feet.	16 Feet.
58	40 Feet - - - - -	15 Feet 6 Inches.
36	40 Feet - - - - -	15 Feet.

And the Company shall not alter the present Level of any of the said Roads.

Certain Properties at Streatham not to be taken without Consent.

37. It shall not be lawful for the Company, except with the previous Consent in Writing of the Lessees of the Property numbered on the deposited Plans 98, in the Parish of *Streatham*, to enter upon, take, or use any Part of that Property, or of the several Properties numbered in the said Plans 94, 95, 96, and 99 respectively, in the same Parish, which is situate at a greater Distance than Sixty Yards to the Eastward of the centre Line of Railway as laid down on the said Plans.

Compensation to be made to Messrs. Trollope and Sons for any Injury to their Property affected by Railway.

38. And whereas *George Trollope*, *George Francis Trollope*, *Robert Leonard Trollope*, and *Joseph Harvey Trollope*, carrying on Business under the Firm of and herein-after designated as *George Trollope* and Sons, are Lessees for a long Term of Years of certain Residences and Premises situate in the *Leigham Court Road*, *Streatham*, in the County of *Surrey*, sublet by them to *George Stiff* and *George Matthews* Esquires, and numbered 29 and 30 on the deposited Plans of the said Railway, referred to in

in the Preamble to the said Act as the Main Line No. 1: And whereas the Railway described as "Main Line No. 1," to connect the Railway No. 4, authorized by the "*London, Brighton, and South Coast* Railway, New Lines, Act, 1862," with the *Wimbledon and Croydon* Railway in the Parish of *Mitcham* in the County of *Surrey*, will pass close to the said Residences, and may in various Ways prejudicially affect the said Residences and Premises, and render the same uninhabitable, or reduce the annual Value thereof, and it is reasonable to make Provision for compensating the said *George Trollope* and Sons for any Injury which they may sustain by or by reason or in consequence of the Construction of the said Railway, or during the Construction thereof: Therefore, in case the Company shall in the Exercise of the Powers hereby conferred construct the said Railway, they shall make Compensation to the said *George Trollope* and Sons, or such of them as shall be entitled to the said Premises, for all Loss, Damage, or Injury sustained or to be sustained by them by reason or in consequence of the Construction of the said Railway, or during the Construction thereof, and of any depreciated Value of the said Residences and Premises, the Amount of such Compensation, if the Parties shall not agree thereon, in any Case to be ascertained and Payment thereof made in manner provided by "The Lands Clauses Consolidation Act, 1845," as to Compensation for the injuriously affecting of Lands: Provided nevertheless, that the Compensation so to be made is not intended to be limited by the Provisions of the said last-mentioned Act.

Bricks not to be burnt within 500 Yards of Property herein named.

39. The Company shall not, nor shall any Contractor or other Person or Persons whomsoever, make or burn any Bricks or other hard Materials required for the Construction of the said Railway No. 1, or any of the Bridges or other Works connected therewith, at any Spot along or near to the Line of the said Railway in the Parish of *Streatham* within the Distance of Five hundred Yards from the Point at which the said Railway passes under the Road called *Leigham Court Road* in the said Parish of *Streatham*.

Open Cuttings not to be substituted for Tunnels.

40. Notwithstanding anything in this Act contained to the contrary, the Company shall not substitute open Cuttings for the Two Tunnels shown on the said deposited Plans to be situate between *Knight's Hill* and the *Croydon Road* aforesaid.

For the Protection of Property in the Occupation of Eliza Haigh.

41. In constructing the Railway herein-before described as Main Line No. 1. by this Act authorized through the Property numbered 68, in the Parish of *Streatham*, in the Occupation of *Eliza Haigh*, the Company shall not deviate the centre Line Eastward of the centre Line of the said Railway as laid down on the said deposited Plans, and the Line shall be lowered One Foot below the Level of the Rails, as shown on the deposited Section:

The

The Company shall not, without the Consent of the said *Eliza Haigh*, take more of the Lands of the said *Eliza Haigh* than Three Quarters of an Acre, and shall not use any of such Land for Station Purposes:

The Level of the private Road leading to *Coventry House* shall not be raised:

The Company shall not cut down or remove any of the Trees on the said Lands, except those actually on the Site of the said Railway, or within Five Feet of the Boundary Fence on the Northern Side of the *Croydon* Turnpike Road:

The Company shall, if required by the said *Eliza Haigh*, make a Pond in substitution for the existing Pond which will be destroyed for the Purposes of the said Railway, such new Pond to be of the same Extent as the existing Pond, and to be properly and efficiently puddled so as to prevent the Escape of the Water therefrom:

The Company shall fence off the Land taken by them with a close Oak Park Paling Six Feet high before they shall commence any of the Works on such Lands.

Land for additional Stations, &c.

42. The Company may purchase by Agreement, and not compulsorily, for extraordinary Purposes, as defined in "The Railways Clauses Consolidation Act, 1845," any Quantity of Land not exceeding Four Acres, in addition to the other Lands which they are by this Act or any other Act authorized to purchase.

Powers for compulsory Purchases limited.

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

Period for Completion of Works.

44. The Railways shall be completed within Three 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 Railways as shall then be completed.

Penalty for Non-completion of Works within Time limited.

45. If the Railways by this Act authorized be not completed and opened for public Traffic within the Period by this Act limited for the Completion thereof, then (subject to the Provision herein-after contained) the Company shall forfeit and pay the Sum of Fifty Pounds for every Day after the Expiration of that Period during which the Railways shall remain unopened, which Amount shall be a Debt due from the Company to the Crown, and recoverable accordingly: Provided always, that no such Penalty shall accrue or be payable for or in respect of any Time during which the Company may be prevented from completing or opening the Railways 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), of which Prevention,

and

and the Time for which it may have endured, the Certificate of the Board of Trade shall be sufficient Evidence, and that Board, on the Production of such Proof as they shall deem sufficient, shall grant such Certificate accordingly.

New Works to be Part of Undertaking.

46. The Railways 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.

Repealing Company's Powers of levying Tolls.

47. All Clauses and Provisions authorizing the Company to levy Tolls, Rates, or Charges on any Railways or Tramways belonging to them contained in any Acts passed with reference to the Company, and in force immediately before the passing of this Act, are hereby repealed, but such Repeal shall not release, discharge, prejudice, or defeat any Tolls, Rates, Charges, or Sums of Money due to the Company at the passing of this Act under or by virtue of those Clauses or Provisions, or the Right of the Company to, or their Remedies for the Recovery of, any such Tolls, Rates, or Charges, and the same may be claimed and recovered as if this Act were not passed.

Power to take Tolls.

48. The Company may demand and take for the Use of their Railways (and which Term "their Railways" in this Act includes the Railways by this Act authorized) and for the Supply of Carriages, Waggons, or Trucks, any Tolls not exceeding the following; (that is to say,)

For Passengers.

First. In respect of Passengers conveyed upon their Railways, or any Part thereof, as follows:

For every Person Twopence *per* Mile;

And if conveyed in or upon a Carriage provided by the Company, an additional Sum of One Halfpenny *per* Mile:

For Animals.

Secondly. In respect of Animals conveyed upon their Railways, or any Part thereof, as follows:

Class 1. For every Horse, Mule, or other Beast of Draught or Burden, Threepence *per* Mile;

And if conveyed in or upon a Carriage provided by the Company, an additional Sum of One Penny *per* Mile:

Class 2. For every Ox, Cow, Bull, or Neat Cattle, One Penny Halfpenny *per* Head *per* Mile;

And if conveyed in or upon a Carriage provided by the Company, an additional Sum of One Farthing *per* Mile:

Class 3. For every Calf, Pig, and other small Animal (except Sheep and Lambs), One Halfpenny *per* Mile;

And if conveyed in or upon a Carriage provided by the Company, an additional Sum of One Farthing *per* Mile:

Class

Class 4. For Sheep and Lambs, Fourpence *per* Score *per* Mile, and so in proportion for any Number greater or less than a Score:

Thirdly. In respect of Goods and other Things conveyed upon their Railways, or any Part thereof, as follows: Tonnage on Articles of Merchandise.

Class 5. For all Alkali, Alum, Bark, Bricks, Bones for Manure, Brooms and Handles, Bran, Bullets, Cannel, Cement, Chalk, Clay, Coal, Coke, Compost, Cement, Culm, Dung, Fireclay, Flint, Flour, Fullers Earth, Grain, Guano, Iron Ore, Ironstone, Lead, Lime, Limestone, Manure of all Sorts, Metalling for Road Repairs, Nitrate of Soda, Oil Cakes in Casks or Bags, Pig Iron, Potatoes, Pollard, Sand, Salt for Manure, Slates, Spelter, Stones for paving or building, Tiles, *per* Ton *per* Mile One Penny Farthing;

And if conveyed in a Carriage provided by the Company, an additional Sum *per* Ton *per* Mile of One Farthing:

Class 6. For all Ale and Porter in Casks, Bacon, Butter in Casks, Charcoal, Cider, Dyewoods, Eggs, Earthenware, Gas and Water Pipes, Hair, Hemp, Hides, Hop Poles, Hops, Hoofs, Iron Rod, Hoop, Bar, or Plate, undamageable Iron Castings, Lard, Lead (White or Red), Marble in Blocks, Malt, Meal, Molasses, Nails, Paints, Pitch and Tar, Rags, Resin, Rice, Salt, Saltpetre, Seed, Soap, Soda, Spirits and Wine in Casks, Steel rough or cast, Sugar raw, Sulphur, Tallow, Timber, Staves and Deals, Tin, Vices, Chains and Anvils, Vinegar, Whiting, Wool, *per* Ton *per* Mile One Penny Halfpenny;

And if conveyed in a Carriage provided by the Company, an additional Sum *per* Ton *per* Mile of One Farthing:

Class 7. For all Ale and Beer in Bottles, Canvas, Cordage, Flax, Floorcloth, Fruit dried, Fish salted, Groceries, Hay, Hardware, Herrings dried, Leather, damageable Iron Castings, light Machinery, Mats, Mineral Waters, Oil in Casks, Oil Cakes (loose), Paper, Rope, Snuff, Spirits and Wine in Bottles, Stationery, Tow, Turpentine, Varnish, Veneers, *per* Ton *per* Mile Twopence;

And if conveyed in a Carriage provided by the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

Class 8. For agricultural Implements, Books, Bonnets, Butter fresh, Carboys, China, Cork, Drapery, Drugs, Fish fresh, Fruit fresh, Furniture, Glass, Haberdashery, Hats, Harps, Hosiery, Joiners Work, Millinery, Linens, Luggage, Musical Instruments, Meat, Oil in Jars, Pianos, Pictures, Poultry alive, Poultry dead, Silks, Sugar refined, Tinned Ware, Wearing Apparel, and all other Merchandise, Articles, Matters, or Things, except such as are included in the above Classes, *per* Ton *per* Mile Threepence;

And if conveyed in a Carriage provided by the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

For every Carriage of whatever Description, not being a Carriage adapted for travelling on a Railway, and not weighing more than One Ton, conveyed on a Truck or Platform belonging to the Company, Sixpence *per* Mile;

And a like Sum of One Penny for every additional Quarter of a Ton, or fractional Part of a Quarter of a Ton, which any such Carriage may weigh.

Tolls for propelling Power.

49. The Company may demand for the Use of Engines for drawing or propelling Carriages on their Railways any Sum not exceeding One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles.

Maximum Rates of Charge for Passengers.

50. The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers along their Railways, including the Tolls for the Use of the Railways and of Carriages and for locomotive Power, and every other Expense incidental to such Conveyance (except Government Duty), shall not exceed the following Sums; (that is to say,)

For every Passenger conveyed in a First-class Carriage by an Express or Fast Train, Twopence Halfpenny *per* Mile:

For every Passenger conveyed in a Second-class Carriage by an Express or Fast Train, Twopence *per* Mile:

For every Passenger conveyed in a First-class Carriage by an Ordinary Train, Twopence *per* Mile:

For every Passenger conveyed in a Second-class Carriage by an Ordinary Train, One Penny Halfpenny *per* Mile:

For every Passenger conveyed in a Third-class Carriage, One Penny *per* Mile.

Maximum Rates of Charge for Animals and Goods.

51. The maximum Rates of Charges to be made by the Company for the Conveyance of Animals and Goods, including the Tolls for the Use of their Railways and Waggons or Trucks and for locomotive Power, and every other Expense incidental to such Conveyance (except a reasonable Sum for 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 Duty or Business of a Carrier, where such Services or any of them are or is performed by the Company), shall not exceed the following Sums; (that is to say,)

For every Animal in Class 1, Fourpence *per* Mile:

For every Animal in Class 2, One Penny Farthing *per* Mile:

For every Animal in Class 3, Three Farthings *per* Mile:

For Animals in Class 4, Fourpence *per* Score *per* Mile (and so in proportion for any greater or less Number):

For everything in Class 5, One Penny Halfpenny *per* Ton *per* Mile:
For everything in Class 6, Twopence *per* Ton *per* Mile:
For everything in Class 7, Threepence *per* Ton *per* Mile:
For everything in Class 8, Fourpence *per* Ton *per* Mile:
And for every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile Sevenpence.

Regulations as to the Tolls.

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

For Goods, Articles, Animals, or Persons conveyed on their Railways for a less Distance than Six Miles the Company may demand Tolls and Charges as for Six Miles:
For a Fraction of a Mile beyond Six Miles, or beyond any greater Number of Miles, the Company may demand Tolls on Animals and Merchandise for such Fraction in proportion to the Numbers of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers every Fraction of a Mile beyond Six Miles, or beyond any greater Number of Miles, shall be deemed a Mile:
For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:
With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:
With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton, and so in proportion for any smaller Quantity:
No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railways of the Company, unless such Goods have been received thereat direct from the Consignor of such Traffic, or are directed to be delivered thereat to the Consignee.

Tolls for small Parcels and single Articles of great Weight.

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

For the Carriage on their Railways, or any Part thereof, of any Parcel not exceeding Seven Pounds in Weight, Fourpence:
For the Carriage of any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Sixpence:

For the Carriage of any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Ninepence:

For the Carriage of any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, One Shilling:

And for the Carriage of any Parcel exceeding Fifty-six Pounds but not exceeding Five Hundredweight the Company may demand any Sum which they 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 think fit, not exceeding Sixpence *per* Ton *per* Mile:

For the Carriage of any single 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 think fit.

Passengers Luggage.

54. Every Passenger travelling upon the Railways of the Company may take with him his ordinary Luggage, not exceeding One hundred and twenty 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.

Company may take increased Charges by Agreement.

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

Restriction as to Charges not to apply to Special Trains.

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

Tolls on Tramways.

57. Upon and in respect of any Railways or Tramways belonging to the Company on which they do not for the Time being use locomotive Power,

Power, they may demand and take the same Tolls and Charges as they are by this Act authorized to take on their Railways: Provided, first, that the Company may demand and take on such Railways or Tramways the same Tolls for Horse Power as they are herein-before authorized to take on their Railways for locomotive Power; and, secondly, that the maximum Rates of Charge to be taken by the Company upon or in respect of such Railways or Tramways shall not exceed those herein-before limited to be taken on their Railways.

Application of Funds.

58. 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, except the New Lines Act, 1862, and not required for the Purposes to which they are by such other Act made specially applicable.

Power to raise further Money by new Shares.

59. The Company may from Time to Time, for the Purposes and under the Powers of this Act, 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,) any further Sum not exceeding in the whole Three hundred and sixty thousand Pounds.

Amount of Shares, &c.

60. 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 Meeting may from Time to Time (but subject to the Provisions of this Act) fix the Amounts and Times of Payment of the Calls on 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 unless so resolved at any such Meeting.

Privileges may be attached to new Shares.

61. 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 this 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, immediate or deferred, 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 o 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 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.

62. 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.

63. 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 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.

64. Any such new Shares or Stock which any such Meeting may resolve to apportion 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.

65. Such last-mentioned new Shares or Stock shall vest in and belong to the then Shareholders 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 for One Month after such Offer of new Shares or Stock fail to accept the same by Writing under their Hands, and pay, in the Case of Stock, the nominal Value thereof within the Time limited for that Purpose, 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.

66. 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

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.

67. 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 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 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.

Qualifications, &c. for new Shares and Stock.

68. 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 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.

69. 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.

70. 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 raise Capital under any other Act of this Session and this Act by new Shares of One Class.

71. If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the Company be authorized to raise any Capital by new Shares or Stock, then, subject to the Provisions of the other Act and this Act respectively, the Company, if they think fit, may raise by the Creation and Issue of new Shares or Stock of One and the same Class all or any Part of the aggregate Capital which they are by the other Act and this Act respectively authorized to raise by the Creation and Issue of new Shares or Stock.

Power to borrow on Mortgage.

72. The Company may from Time to Time raise any additional Sum not exceeding in the whole One hundred and twenty 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 Three hundred and sixty 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 that additional Capital of Three hundred and sixty thousand Pounds has been subscribed for or taken *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Facts the Certificate of the Justice under that Section shall be sufficient Evidence).

Priority of existing Mortgages.

73. 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 during their Continuance in force, and 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.

74. 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 by this Act authorized, and to no other Purpose.

Extending Powers for Conversion of Shares into Stock.

75. 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.

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

76. 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 or 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.

77. 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.

Power to enter into Arrange-

78. The Company on the one Part, and the *Dover* Company, the *Wimbledon and Croydon* Railway Company, and the *Banstead and Epsom Downs*

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

The Maintenance, Management, Working, and Use by all or any of the contracting Companies of their respective existing or authorized Railways, Stations, and Works, or any Part thereof, the Ownership, Appropriation, Letting, Renting, and Use of any Lands taken or required for the same respectively, and the Acquisition of such Lands:

The Mode and Place of effecting any Junction or Communication between any Railway by this Act authorized and any Railway of any other contracting Company, the making and Maintenance of such Alterations in the Rails and Works of such other Company as may be requisite for the Purposes of this Act, the Erection and Maintenance of Signals, Works, and Conveniences at or near any such Junction, and the Employment there of Watchmen, Switchmen, and other Persons, and the Payment of the Expenses, Charges, and Wages connected with the Matters aforesaid:

The Conduct and Transmission of the Traffic to, from, and over any such existing or authorized Railways:

The Fixing, Collection, and Appropriation of the Tolls, Rates, and Charges, and the Division and Apportionment between the contracting Companies of the Receipts arising from such Traffic or any Part thereof respectively (including any Terminal Charges which the respective contracting Companies may from Time to Time be authorized by Law to take), and the Payment or Allowance of any Rents, Payments, Allowances, and Drawbacks to be paid or allowed by any or either of the contracting Companies to the other or others of them:

The Supply of Working and Rolling Stock, and the Employment of Officers and Servants, and all Matters incidental to the Purposes aforesaid:

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

79. No such Contract or Arrangement shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the Companies Parties thereto shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Contract or Arrangement, be entitled to the Use and Benefit of the Railways to which the same may relate upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, Not to affect Persons not Parties thereto.

Charges, as they would have been in case no such Contract or Arrangement had been entered into.

Tolls during Contracts.

80. Where under any such Contract or Arrangement any Passengers, Animals, or Things are conveyed by the Company, or by either of the Three Companies, partly on any Railway of the Company and partly on the *London, Chatham, and Dover* Railway, the *Wimbledon and Croydon* Railway, or the *Banstead and Epsom Downs* Railway, for a Distance less in the whole than the following Distance, the Company or (as the Case may be) the other Company may demand and take Tolls, Fares, Rates, and Charges, not exceeding the maximum Tolls, Fares, Rates, and Charges, as for the following Distance only; (that is to say,) with respect to the *London, Chatham, and Dover* Railway, Six Miles; with respect to the *Wimbledon and Croydon* Railway, Four Miles; and with respect to the *Banstead and Epsom Downs* Railway, Three Miles; and for each Mile or Fraction of a Mile beyond Six Miles, Four Miles, or Three Miles, (as the Case may be,) as for One Mile in respect of Passengers; and for each entire Mile beyond Six Miles, Four Miles, or Three Miles, (as the Case may be,) as for One Mile in respect of Animals and Goods; and for each Fraction of a Mile beyond Six Miles, Four Miles, or Three Miles, (as the Case may be,) as for the Number of Quarters of a Mile in that Fraction in respect of Animals and Goods (a Fraction of a Quarter of a Mile being deemed a Quarter of a Mile for this Purpose); and no other Short Distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods conveyed under any such Contract or Arrangement partly on any Railway of the Company and partly on the *London, Chatham, and Dover* Railway, or the *Wimbledon and Croydon* Railway, or the *Banstead and Epsom Downs* Railway, than the respective Charge in that Behalf herein authorized.

Contract or Arrangement to be approved by Board of Trade.

81. Any such Contract or Arrangement with respect to the working and Use of any Railway or any Traffic thereon (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 by the Board of Trade, and the Board of Trade shall not approve any such Contract or Arrangement 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.

Meeting how to be convened.

82. 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.

83. Provided

Power to Board of Trade to modify Contract or Arrangement.

83. Provided always, That it shall be lawful for the Board of Trade, on the Expiration of every Ten Years after the Approval by the Board of Trade of any such Contract or Arrangement as aforesaid, or on the Expiration of any Ten Years from the Period when any Revision thereof shall be made by them, if they think the Interests of the Public so require, to cause the same to be revised, and the Board of Trade shall have Power to modify the same in such Manner as that Board may think necessary for the Public Benefit, and to declare such Modification to be Part of such Contract, and the same shall be read and take effect accordingly.

Notice of Revision of Contract.

84. 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 or Arrangement.

Power to Company to use Wimbledon and Croydon Railway.

85. In addition to the Powers and Rights which the Company have over the *Wimbledon and Croydon* Railway under any other Act and the before-mentioned Lease, the Company may at all Times, after the Expiration or Determination of that Lease, use and run over with their Engines and Carriages of every Description belonging to or employed by them, and for the Purposes of Through and Local Traffic of all Kinds, the *Wimbledon and Croydon* Railway, or any Part thereof, together with all or any Stations, Sidings, Watering Places, Watering Engines, Supplies of Water, Turntables, Signals, Signal Posts, Telegraph Posts, and other Engines and Machinery, Platforms, Booking and other Offices, Buildings, Approach Roads, and other Works, Conveniences, and Accommodations belonging to or connected with the *Wimbledon and Croydon* Railway, or any Part thereof, subject to such Terms, Conditions, and Regulations, and the Payment of such Tolls and Charges, as may be agreed upon between the *Wimbledon and Croydon* Railway Company and the Company, or in default of Agreement as shall be determined by an Arbitrator to be appointed by the Board of Trade on the Application of either Company, and the Costs of the Arbitration shall be in his Discretion, and the Decision of such Arbitrator shall be binding on both Parties; and the *Wimbledon and Croydon* Railway Company shall make, and they are hereby required to make, all Arrangements requisite for such User, and for giving effect to such Regulations.

Tolls for Traffic conveyed by the Company over Wimbledon and Croydon Railway.

86. For Traffic conveyed by the Company under the Powers of this Act over the *Wimbledon and Croydon* Railway, or any Part thereof, the Company may demand and receive upon and in respect of that Railway, or any Part thereof, such and the same Tolls and Charges for the Use thereof, and for the Use of the Engines and Carriages provided by them, as they are for the Time being authorized to receive upon or in respect of the

the Railways by this Act authorized, and as if that Railway, or the Part thereof run over and used, were Part of the Railways by this Act authorized; but the maximum Tolls and Charges which the Company may demand and receive upon or in respect of that Railway, or any Part thereof, shall not exceed the maximum Tolls and Charges which they are for the Time being authorized to demand and receive upon or in respect of the Railways by this Act authorized.

Interest not to be paid on Calls paid up.

87. 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 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.

88. 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 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.

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

89. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized 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 authorized by this Act, or of the Rates for small Parcels.

Expenses of Act.

90. All the Costs, Charges, and Expenses of applying for and passing this Act, and preparatory or incident thereto, shall be paid by the Company.

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