ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. cxcii.

An Act to enable the *London, Brighton, and South Coast* Railway Company to make a new Line of Railway at *Croydon,* and a Tramway at *Newhaven*; to acquire additional Lands; and for other Purposes. [21st *July* 1863.]

WHEREAS by the (Local and Personal) Act, Ninth and Tenth *Victoria,* Chapter Two hundred and eighty-three, to consolidate and unite the *London and Brighton* and the *London and Croydon* Railway Companies, and the Undertakings belonging to them, (which Act is herein-after called "the Consolidation Act,") the Company known as the *London, Brighton, and South Coast* Railway Company (but herein-after called "the Company") were incorporated, and the *London and Croydon* Railway, the *Croydon and Epsom* Railway, the *London and Brighton* Railway, and the *Brighton, Lewes, and Hastings* Railway, were vested in the Company together with other Railways and Works, and the whole of the Railways and Works so vested were directed to be called "the *London, Brighton, and South Coast* Railway:" And whereas under the Authority of the (Local and Personal) Act Ninth *Victoria,* Chapter Sixty-three, the Company constructed a Railway (herein-after called "the *Newhaven* Railway") from the *Brighton, Lewes, and Hastings*

9 & 10 Vict. c. cclxxxiii.

9 & 10 Vict. c. lxiii.

Railway to *Newhaven* in the County of *Sussex:* And whereas it is expedient that the Company be empowered to make a Railway (herein-after called "the *South Croydon* Line") in the Parish of *Croydon* in the County of *Surrey*, from the existing Railway of the Company leading to the new *Croydon* Station at the Terminus thereof at that Station to the North Side of *Croham Road, Croydon:* And whereas it is expedient that the Company be empowered to make a Tramway or Railway (herein-after called "the *Newhaven* Tramway") from the *Newhaven* Railway to a Point on the Western Embankment of *Newhaven* Harbour: And whereas it is expedient that the Company be empowered, for the Improvement of the Access to their *Brighton* Station, to acquire additional Land and Houses in the Parish of *Brighthelmstone* in the County of *Sussex*, and to widen the Arch over *Trafalgar Street* there: And whereas it is expedient that the Company be empowered to acquire additional Lands in the Parish of *Preston* in the County of *Sussex*, and to lengthen the Arch, carrying their main Line of Railway over *Lover's Walk* there: And whereas it is expedient that the Company be empowered to acquire additional Lands in the Parish of *Coulsdon* in the County of *Surrey*, at or near the *Caterham* Junction Station: And whereas Plans and Sections of the proposed Railways, Tramway, and Alterations of Arches showing the Lines and Levels thereof, and the Lands and Houses required or which may be taken for the Purposes thereof, and also Plans showing the additional Lands and Houses to be acquired as aforesaid, with Books of Reference containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of all the aforesaid Lands and Houses, have been deposited with the respective Clerks of the Peace for the several Counties of *Surrey*, *Kent*, and *Sussex:* And whereas by the (Local and Personal) Act, First *Victoria*, Chapter One hundred and nineteen, (herein-after called "the original Act,") which incorporated the *London and Brighton* Railway Company, it was (by Section Sixty-seven) enacted that the said Company should and they were thereby required to make a Depôt upon the Lands of *Isaac Lyon Goldsmid* Esquire, to the North of *Furze Hill*, and Northward of the Premises occupied by the Reverend Doctor *Everard*, or near thereto, with all convenient and proper Approaches, Erections, and Conveniences as might be necessary to make the said Depôt complete for the Use of Passengers, Goods, and Merchandise on the Branch Line from *Brighton* to *Shoreham* by that Act authorized, so that the same should be finished at the same Time as the said Branch Line, and that the said Depôt should be made at such convenient Spot as the said *Isaac Lyon Goldsmid* should appoint (such Appointment to be made within the Time by that Act limited in that Behalf), and that when the said Depôt should have been made the said Company should cause the same to be kept open and used for such Purpose: And whereas the Depôt so constructed is the *Hove* Station of the Company: And whereas the said *Isaac Lyon Goldsmid*, since deceased, was or was reputed the Owner of the *Wick* Estate,

7 W. 4. & 1 Vict. c. cxix.

Estate, which is accommodated by that Station: And whereas other Approaches to that Station over Part of the *Wick* Estate might advantageously be substituted for the present Approaches, and it is expedient to authorize Arrangements between the Company and the Owners of that Estate with respect to such other Approaches and Matters connected therewith: And whereas it is expedient that the Periods by the Acts relating to the Company limited for the Sale of their superfluous Lands be extended: And whereas pursuant to "The *Wimbledon and Croydon* Railway Act, 1856," the Railway (known as and 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, but no such Sale or Transfer of the Undertaking of the *Wimbledon and Croydon* Railway Company to the Company has yet been completed: And whereas by "The *London and South-western* Railway Act, 1857," the Company were authorized to make, and the *London and South-western* Railway Company (herein-after called "the *South-western* Company") to accept, an Assignment of all such Parts of the *Wimbledon and Croydon* Railway, and the Works and Conveniences thereof, and the Lands and other Property of the *Wimbledon and Croydon* Railway Company, and the Rights, Powers, Privileges, and Authorities of the *Wimbledon and Croydon* Railway Company with reference thereto, as from Time to Time were actually leased by the *Wimbledon and Croydon* Railway Company to the Company, and any Agreements, or the Benefits and Obligations of any Agreements, from Time to Time made between the *Wimbledon and Croydon* Railway Company and the Company with respect to the Lease or the demised Premises, or any Right or Interest of the *Wimbledon and Croydon* Railway Company in or relating to their Undertaking, but such an Assignment has not been made: And whereas the *Wimbledon and Croydon* Railway Company have been authorized to raise by Shares under "The *Wimbledon and Croydon* Railway Act, 1853," Forty-five thousand five hundred Pounds, and under "The *Wimbledon and Croydon* Railway Act, 1856," Fifteen thousand Pounds, and by borrowing under those Two Acts Thirteen thousand Pounds: And whereas by "The *Epsom and Leatherhead* Railway Act, 1856," the *Epsom and Leatherhead* Railway Company were incorporated, with a Share Capital of Thirty thousand Pounds, and with Power to borrow Ten thousand Pounds, and were authorized to make a Railway (known as and herein-after called "The *Epsom and Leatherhead* Railway") commencing by a Junction with the *Epsom* Branch of the Railway near the *Epsom* Station thereon, and terminating in the Town and Parish of *Leatherhead* in the County of *Surrey*, and which was authorized

19 & 20 Vict. c. cv.

16 & 17 Vict. c. lxxxvi.

21 & 22 Vict. c. lvii.

20 & 21 Vict. c. cxxxvi.

19 & 20 Vict. c. xcii.

authorized as a continuous Line from the *Epsom* Branch of the Company to *Leatherhead*: And whereas "The *Epsom and Leatherhead* Railway (*South-western* and *Brighton*) Act, 1860," authorized a Transfer of the Undertaking, Railway, Property, and Effects vested in or belonging to the *Epsom and Leatherhead* Railway Company, or which they were authorized to make, or any Parts thereof, and either before or after the Completion thereof, and of all the Powers, Rights, Privileges, and Authorities of the *Epsom and Leatherhead* Railway Company with respect to the same, to the *South-western* Company and the Company, or to the *South-western* Company alone; and that Act also provided for the Dissolution of the *Epsom and Leatherhead* Railway Company, and under the Authority of that Act the Undertaking and Railway and the greatest Part of the Property and Effects of the *Epsom and Leatherhead* Railway Company have been transferred to the *South-western* Company alone, but the *Epsom and Leatherhead* Railway Company still exist by reason that their Affairs have not been finally wound up: And whereas by the *Wimbledon and Dorking* Railway Act, 1857, the *Wimbledon and Dorking* Railway Company were incorporated, and were authorized to make a Railway commencing by a Junction with the *London and South-western* Railway at or near the Bridge thereon across *Combe Lane*, and terminating by a Junction with the Line of the *Epsom and Leatherhead* Railway as then authorized to be made at the Back or North Side of the *High Street* of *Epsom*: And whereas the *Wimbledon and Dorking* Railway Company have been authorized to raise by Shares, under "The *Wimbledon and Dorking* Railway Act, 1857," Seventy thousand Pounds, and under "The *Wimbledon and Dorking* Railway Act, 1860," Twenty-four thousand five hundred Pounds, and by borrowing Thirty-one thousand five hundred Pounds: And whereas by virtue of "The *South-western* Railway (Additional Powers) Act, 1862," the Undertaking and Railway and the greatest Part of the Property and Effects of the *Wimbledon and Dorking* Railway Company have become transferred to and are vested in the *South-western* Company, but the *Wimbledon and Dorking* Railway Company still exist by reason that their Affairs have not been finally wound up: And whereas certain Land at *Epsom* over which the *Epsom and Leatherhead* Railway Company and the *Wimbledon and Dorking* Railway Company had respectively Powers of Purchase was purchased by the last-mentioned Company, but upon the same Land Part of the Line and Works of the *Epsom and Leatherhead* Railway as authorized have been constructed: And whereas it is expedient that Provision be made for vesting the Undertaking, Railway, Property, and Effects of the *Wimbledon and Croydon* Railway Company, the Undertakings, Railways, Property, and Effects late of the *Epsom and Leatherhead* Railway Company and the *Wimbledon and Dorking* Railway Company respectively, and the said intervening Piece of Land at *Epsom*, and all Works on or connected with such Undertakings, Railways, Property, and Piece of Land respectively,

23 & 24 Vict. c. clviii.

20 & 21 Vict. c. lxxii.

25 & 26 Vict. c. xlii.

respectively, in the Company and the *South-western* Company: And whereas on the Thirtieth Day of *September* One thousand eight hundred and sixty-two the Amounts which the Company had been authorized to raise for the Purposes of their own Undertaking were:

By Shares and Stock - - - -	£8,742,000
By borrowing on Mortgage or Bond, by Annuities, and by Debenture Stock - - -	2,877,000
Making a total Sum of -	£11,619,000

And whereas it is expedient that the Company and the *South-western* Company respectively be empowered to raise more Money for the Purposes of this Act: 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 "*London, Brighton, and South Coast* Railway (Various Powers) 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, as the Case may require, either have the Meaning herein-after assigned to those Words, or shall mean the *South-western* Company, and the Expression "the

Undertaking" shall, as the Case may require, mean either the Undertaking of the Company, or the Undertaking of the *South-western* Company.

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:

"The *South-western* Company" shall mean the *London and South-western* Railway Company:

"The Two Companies" shall mean the Company and the *South-western* Company:

"Share" shall include Stock, and "Shareholders" shall include Stockholders:

"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:

In "The Railways Clauses Consolidation Act, 1845," the Expression "the Railways" shall include the Tramway and Alterations of Arches, as well as the Railways by this Act authorized.

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 Works 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, Tramway, and Works by this Act authorized, with all proper Stations, Wharves, Works, and Conveniences connected therewith, and (so far as they are shown on the Plans) in the Lines or Courses and upon the Lands delineated on the Plans and described in the Books of Reference, and according to the Levels defined on the Sections deposited as aforesaid; and the Company may enter upon, take, and use such of those Lands as they think necessary for the Purposes of this Act; and the Company may also from Time to Time enter upon, take,

take, and use for the Purposes of their Undertaking, as by this Act and the other Acts from Time to Time relating to the Company authorized, all or any Part of the Lands situate respectively in the said Parishes of *Brighthelmstone* and *Preston* in the County of *Sussex*, and *Coulsdon* in the County of *Surrey*, included within the Limits of Deviation defined upon the said Plans.

Description of Railways and Works.

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

(The *South Croydon* Line.) A Railway wholly in the Parish of *Croydon* in the County of *Surrey*, commencing by a Junction with the existing Railway of the Company leading to the new *Croydon* Station at the Terminus thereof at that Station, and terminating at the North Side of *Croham Road, Croydon*:

(The *Newhaven* Tramway.) A Tramway or Railway wholly in the Parish of *Meeching*, otherwise *Newhaven*, in the County of *Sussex*, commencing by a Junction with the *Newhaven* Railway on the Eastern Side of *Newhaven* Harbour, and terminating on the Western Embankment of that Harbour, near the Watch-house of the Officers of Her Majesty's Customs:

The widening of the Arch over *Trafalgar Street* in *Brighton*:

The lengthening of the Arch carrying the *London, Brighton, and South Coast* Railway over *Lover's Walk* in the said Parish of *Preston*.

Power to alter Engineering Works.

8. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railway and Tramway 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."

9. Subject

Level Crossing.

9. Subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," contained, the Company may construct and maintain the *Newhaven* Tramway across and on the Level of the Road which on the Plans deposited for the Purposes of this Act as aforesaid is numbered 17 in the Parish of *Meeching*, otherwise *Newhaven*, but no Carriage propelled by Steam, or by atmospheric Agency, or drawn by Ropes in connexion with a Stationary Steam Engine, shall be used on the Part of the *Newhaven* Tramway crossing that Road without the Authority of Parliament in that Behalf.

Trains not to be shunted on level Crossing.

10. It shall not be lawful for the Company in shunting Trains to pass any Train over the level Crossing, or to allow any Train, Carriage, or Truck to stand across the same.

Dimensions of Bridge across Newhaven Harbour.

11. The Bridge across the Harbour of *Newhaven* shall be constructed with at least One opening Span of not less than Sixty Feet wide, with a Headway of not less than Six Feet above ordinary High-water Mark.

Plans of Bridge, &c. to be submitted for the Approval of the Board of Trade.

12. Previously to commencing the Bridge over the *Newhaven* Harbour, or the Works connected therewith, the Company shall deposit at the Office of the Board of Trade Plans, Sections, and Working Drawings of the said Bridge for the Approval of the Board of Trade, such Approval to be signified in Writing under the Hand of a Secretary or Assistant Secretary of the Board, and such Bridge shall be constructed only in accordance with such Approval; and when such Bridge shall have been commenced or constructed it shall not be lawful for the Company at any Time to alter or extend the same without obtaining previously to making any such Alteration or Extension the like Consent or Approval; and if such Bridge shall be commenced or completed, or be altered, extended, or constructed, contrary to the Provisions of this Act, it shall be lawful for the Board of Trade to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

Provision for requiring Lights to be exhibited during and after Construction of Works, according to Directions of

13. During the Construction of the Bridge and Works connected therewith the Company shall exhibit every Night, from Sunset to Sunrise, a Light or Lights, to be kept burning by and at the Expense of the Company, for the Guidance of Vessels; and after the Completion of the Bridge the Company shall exhibit upon the Bridge every Night, from Sunset to Sunrise, a Light or Lights, to be kept burning by and at the Expense of the Company, for the Guidance of Vessels; which Lights shall be

be from Time to Time altered by the Company in such Manner, and be of such Description, and be so used and placed, as the Board of Trade, by Writing under the Hand of a Secretary or Assistant Secretary of the Board directs or approves; and in case the Company shall neglect to exhibit and keep any such Light burning as aforesaid they shall for every such Neglect be liable to a Penalty not exceeding Ten Pounds. Board of Trade.

14. It shall not be lawful for the Company, or any Person acting under them, to detain any Vessel, Barge, or Boat navigating the Harbour of *Newhaven* for a longer Space of Time than may be sufficient for admitting any Carriages or Trains regularly traversing the said Railway, and approaching the said Bridge, to cross the said Harbour, and for opening the said Bridge to admit such Vessel, Barge, or Boat to pass; and in case the Company, or any Person acting under them, shall detain any such Vessel, Barge, or Boat contrary to the Provisions of this Act, or demand, take, or receive any Toll for the Passage of any Person, Vessel, Barge, or Boat, the Company or every Person so offending shall in every such Case be liable to a Penalty not exceeding Ten Pounds; but nothing in this Act shall prevent any Remedy for Damage which any Party may sustain in respect of any such Detention as aforesaid. Provision for regulating opening of Bridge over Harbour.

15. Where the Line of Railway cuts off or will cut off Access between the Land and Water the Company shall, during the Formation of the Line of Railway, and from Time to Time thereafter, make and for ever maintain and allow to be used by all Persons and at all Times free of Toll or other Charge all such Footways and Carriageways over, under, or across the Railway or on a Level therewith as the Board of Trade shall at any Time or from Time to Time require, such Requirement to be signified in Writing under the Hand of a Secretary or Assistant Secretary of the Board: Provided always, that the Company shall not be required to make such Footways or Carriageways in such a Manner as would prevent or obstruct the working or using of the Railway, nor to make any such Footways or Carriageways over any Lands for the Use of Owners and Occupiers who shall have agreed to receive and shall have been paid Compensation for the Severance of such Lands from the Shore: Provided also, that the Expense of making and maintaining such Footways or Carriageways as may be required to be made after the Construction of the Line shall be defrayed by the Body or Persons interested in the Shore for whose Benefit or Convenience such Crossing shall be required; and if any such Carriageway be made across the Railway on the Level, then the Manner of making and watching such level Crossing shall be subject to the Approval of the Board of Trade; and all Expenses attending the watching of such level Crossing, if made after the Construction of the Line, shall in like Manner be paid by the Body or Persons interested in the Shore for preserving Access to Water.

for whose Benefit or Convenience such level Crossing shall have been made.

For preventing Deviation of certain Works without Consent of Board of Trade.

16. Where the Line skirts the Shore of *Newhaven* Harbour the Railway and other Works shall not deviate Seawards from the continuous centre Line of the Railway marked on the Plan deposited at the Board of Trade, even within the Limits of Deviation marked on that Plan, without the previous Consent of the Board of Trade (signified in Writing under the Hand of a Secretary or Assistant Secretary of the Board), or otherwise than in such Manner as may be mentioned in any such Consent: If any Deviation is made contrary to the Provisions of the present Section, the Board of Trade may abate and remove the same or any Part thereof, and restore the Site thereof to its former Condition, at the Expense of the Company; and the Amount of such Expense shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

Power to Board of Trade to order a local Survey at Expense of Company.

17. If at any Time or Times it shall be deemed expedient by the Board of Trade to order a local Survey and Examination of any Works of the Company by this Act authorized in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

Works affecting tidal Waters abandoned may be removed by Board of Trade at Expense of Company.

18. If any Work to be constructed by the Company under the Authority of this Act in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any such Work which affects or may affect any such Water or River or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Board of Trade to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

As to Bridges over Roads at Croydon.

19. The Bridges for carrying the Roads numbered respectively 5 and 18 in the Parish of *Croydon* on the Plans deposited as aforesaid of the *South Croydon* Line over that Line shall have a clear Width of Thirty-five Feet at the least between the Parapets thereof, and the Walls at each

each End of the said Bridges shall have a clear Width of Thirty-five Feet between them.

As to Alterations of Aqueduct in Croydon.

20. All Alterations which it may be requisite to make in the Aqueduct numbered 11 in the said Parish of *Croydon* on the Plans deposited as aforesaid of the *South Croydon* Line for the Works of such Line shall be made by and at the Expense of the Company to the reasonable Satisfaction of the Surveyor of the Local Board of Health for *Croydon*.

Land for extraordinary Purposes.

21. 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 Two 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.

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 Three Years from the passing of this Act.

Period for Completion of Works.

23. The Railway, Tramway, and Alterations of Arches shall be completed within Five 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 Railway, Tramway, and Alterations of Arches respectively as shall then be completed.

Penalty for Non-completion of Railways within Time limited.

24. If the *South Croydon* Line 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 Provisions 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 that Railway 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 *South Croydon* Line 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 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.

25. For

Tolls.

25. For the Purposes of the Tolls, Rates, and Charges to be taken thereon respectively the *South Croydon* Line shall be deemed Part of the *London and Croydon* Railway, and the *Newhaven* Tramway shall be deemed Part of the *Newhaven* Railway, and the Company may levy Tolls and Charges thereon and in respect thereof accordingly; provided (first) that the maximum Charges to be made by the Company upon, for, and in respect of that Railway and that Tramway respectively shall not exceed those limited by any Act for the Time being in force regulating the maximum Charges to be made by the Company; and (secondly) that the Company may take the same Tolls for Animal Power upon the *Newhaven* Tramway as for Locomotive Engines on the *Newhaven* Railway.

New Works to be Part of Undertaking.

26. The Railway, Tramway, and Works by this Act authorized to be constructed by the Company, and all Lands acquired by them for the Purposes thereof, and all Railways, Works, and Lands, or Portions of Railways, Works, or Lands, which may become vested in the Company alone by or under the Powers of this Act, 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.

Company and Owners of Wick Estate may contract for new Approaches to Hove Station.

27. The Company and the Owners for the Time being of the *Wick* Estate at *Brighton* may from Time to Time enter into and carry into effect any such Contracts or Arrangements as they think fit with regard to the Construction by such Owners of new Roads or Approaches to the *Hove* Station of the Company, in lieu of or substitution for any Road or Approach which under the original Act the Company are required to make and maintain to that Station, and the providing by such Owners of Land for the Purpose, and with regard to the Dedication of such Roads or Approaches to the Public, the Maintenance and Use thereof, the stopping up of the existing Road or Approach to that Station, or any Part thereof, and the Sale, Conveyance, or vesting of the Site and Soil of that existing Road or Approach, or any Part thereof, to and in such Owners, and with regard to all Matters incidental thereto, or necessary for effectuating such Sale, Conveyance, or vesting.

Extending Time for Sale of superfluous Lands.

28. The respective Periods by the several Acts relating to the Company, limited for the Sale of their superfluous Lands are hereby respectively extended for Five Years from the passing of this Act, and those several Acts shall be read and construed as if that Period had been fixed by each of those Acts for that Purpose.

As to Agreements between Company,

29. The Company and the *Wimbledon and Croydon* Railway Company, and each of them, either alone or jointly, and the *South-western* Company, from Time to Time may make and carry into effect all such Agreements and

and Arrangements for all or any of the Purposes in that Behalf by this Act authorized, and all Matters incidental or accessory thereto, as the contracting Companies think fit; and the Agreements and Arrangements respectively may be for such Considerations and on such Terms and Conditions whatsoever as the contracting Companies think fit.

Wimbledon and Croydon Company, and South-western Company.

30. The Purposes for which Agreements and Arrangements between the Company and the *Wimbledon and Croydon* Railway Company, or either of them, and the *South-western* Company, may be made and carried into effect comprise the following Purposes; (that is to say,)

Purposes of such Arrangements.

First, the Assignment by the Company of the Lease made to them by the *Wimbledon and Croydon* Railway Company as aforesaid, or of any Estate or Interest in the Undertaking of the *Wimbledon and Croydon* Railway Company transferred to the Company, so that the same, or any Part thereof, may vest in the Company and the *South-western* Company jointly, or partly in one Company and partly in the other Company, in severalty, or in both those Ways, and the Acceptance by the Company and the *South-western* Company of any such Assignment:

Secondly, the Transfer or Sale by the *Wimbledon and Croydon* Railway Company and the Company, or either of them, of all or any Part of or any Estate or Interest in the Undertaking, Railways, Sidings, Stations, Works, and Conveniences of the *Wimbledon and Croydon* Railway Company to the Company and the *South-western* Company jointly, or partly to one Company and partly to the other Company, in severalty, or in both those Ways, and the Acceptance thereof by the *South-western* Company and the Company accordingly:

Thirdly, the Ownership and Maintenance and Use by the contracting Companies, or any of them, after the Transfer or during the Lease, of all or any Part of the Railway or Portion of Railway and Premises to which the Agreement or Arrangement relates, and the Conduct of the Traffic thereon by all, any, or either of the contracting Companies:

Fourthly, the Appointment by the Company and the *South-western* Company of a Joint Committee of their respective Directors for all or any of the Purposes of the Agreement or Arrangement:

Fifthly, the Modification from Time to Time of any of the Rights or Liabilities under this Act of the contracting Companies respectively as between themselves.

31. The *Epsom and Leatherhead* Railway Company, the *Wimbledon and Dorking* Railway Company, and the *South-western* Railway Company, and any or either of them, either alone or jointly, and the Company, from Time to Time may make and carry into effect all such Agreements and Arrangements for all or any of the Purposes in that Behalf by this Act authorized,

Agreement between Company, Epsom and Leatherhead Company, and South-

western Company.

authorized, and all Matters incidental or accessory thereto, as the contracting Companies think fit, and the Agreements and Arrangements respectively may be for such Considerations and on such Terms and Conditions whatsoever as the contracting Companies think fit.

Purposes of Agreements between Company, Epsom and Leatherhead, Wimbledon and Dorking, and South-western Companies.

32. The Purposes for which Agreements and Arrangements between the *Epsom and Leatherhead* Railway Company, the *Wimbledon and Dorking* Railway Company, and the *South-western* Railway Company, or any or either of them, and the Company, may be made and carried into effect comprise the following Purposes; (that is to say,)

First, the granting or making by the *South-western* Company and the *Epsom and Leatherhead* Railway Company, or One of them, and the accepting by the Company and the *South-western* Company jointly and equally, of a Lease for any Term of Years, or a Sale, of all or any Part of the Railways, Sidings, Stations, Works, and Conveniences, Lands and Property, now or late of the *Epsom and Leatherhead* Railway Company:

Secondly, the granting or making by the *South-western* Company and the *Wimbledon* and *Dorking* Railway Company, or One of them, and the accepting by the Company and the *South-western* Company jointly and equally, of a Lease for any Term of Years, or a Sale, of all or any Part of the said Land at *Epsom* and the Lines of Railway laid thereon:

Thirdly, the Ownership and Maintenance and Use by the contracting Companies, or any of them, of all or any Part of the Railway or Portion of Railway and Premises to which the respective Agreement or Arrangement relates, and the Conduct of the Traffic thereon by all, any, or either of the contracting Companies:

Fourthly, the Appointment by the Company and the *South-western* Company of a Joint Committee of their respective Directors for all or any of the Purposes of the Agreement or Arrangement:

Fifthly, the Modification from Time to Time of any of the Rights or Liabilities under this Act of the contracting Companies respectively as between themselves.

Agreements not to affect Persons not Parties thereto.

33. No such Agreement shall in any Manner alter, increase, or diminish any of the Tolls, Fares, Rates, or Charges which the contracting Companies respectively are from Time to Time authorized to demand and take from any other Company or Person; but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use of the Railway to which the Agreement relates on the same Terms and Conditions, and on Payment of the same Tolls, Fares, Rates, and Charges, as if the Agreement were not made.

34. No

Sanction of Shareholders to Agreements.

34. No such Agreement, nor any Modification thereof, shall take effect without the Sanction of at least Three Fifths of the Votes of the Shareholders voting, personally or by proxy, at an Extraordinary General Meeting of each contracting Company specially convened for the Purpose.

Lease or Sale to entitle Company and South-western Company to Premises leased or sold to them.

35. In accordance with the Terms and Conditions of any Agreement under this Act for any Lease, Assignment, or Sale to the Company and the *South-western* Company, those Two Companies and their respective Directors, Officers, and Servants respectively shall be entitled under the Agreement in that Behalf, and from the Time thereby appointed for the Lease, Assignment, or Sale to take effect, to the Management, Regulation, Maintenance, User, Working, and Enjoyment of the Premises comprised in the respective Agreement and of the Traffic thereon, and to the regulating, taking, and enjoying of the Tolls, Fares, Rates, Charges, and other Payments and Advantages in respect thereof respectively.

Premises agreed to be leased or sold vested in Company and South-western Company.

36. In accordance with the Terms and Conditions of any such Agreement in that Behalf, all the Premises thereby agreed to be leased, assigned, or sold to or vested in the Company and the *South-western* Company, and the Rights, Powers, Privileges, and Authorities of the leasing, assigning, or selling Company or Companies, and their respective Directors, Officers, and Servants respectively, with respect to the same, shall at the Time by the Agreement appointed for the Lease, Assignment, or Sale to take effect, and in accordance with the Term and Extent of the Lease, or the Extent of the Assignment or Sale, be by this Act and subject to the Provisions thereof, and subject also to the other Provisions (if any) of any Deed of Agreement or Conveyance executed in accordance with this Act, transferred to and vested in the Company and the *South-western* Company, either jointly or in severalty, or partly in both those Ways, as the Agreement may require.

Powers as to Premises leased or sold to be exercised by Company and South-western Company.

37. All the Rights, Powers, and Privileges of the leasing, assigning, or selling Company or Companies, and their respective Directors, Officers, and Servants, which by virtue of any of the Acts relating to the same Company or Companies respectively and this Act respectively might be exercised and enjoyed by them respectively with respect to the Premises agreed to be leased, assigned, or sold, and which in accordance with the Terms and Conditions of the Agreement or of this Act are to be exercised and enjoyed by the Company and the *South-western* Company, and their respective Directors, Officers, and Servants, with respect to the Premises agreed to be leased, assigned, or sold, shall or may be exercised and enjoyed accordingly, under and with the same Regulations, Restrictions, Conditions, Obligations, Penalties, and Immunities in accordance with those Acts and this Act respectively as the same would be by the leasing,

assigning, or selling Company or Companies, and their respective Directors, Officers, and Servants respectively, if the Lease, Assignment, or Sale did not take effect.

Company and South-western Company to perform Duties as to Premises leased or sold.

38. From and after the Time agreed on for the Lease, Assignment, or Sale to take effect the Company and the *South-western* Company, in accordance with the Terms and Conditions agreed on for the Lease, Assignment, or Sale, and the Extent thereof, and not further or otherwise, but subject to the Provisions of this Act, shall be liable to and shall perform, conform to, and execute all Contracts, Duties, Obligations, Debts, Charges, Claims, and Demands whatsoever with respect and to the Extent of the Premises agreed to be leased, assigned, or sold, and not further or otherwise, and shall to the like Extent indemnify the leasing, assigning, or selling Company or Companies, and their respective Shareholders, Directors, Officers, and Servants, from the same, and all Costs, Charges, and Expenses with respect to the same, and shall be entitled to all the Benefits and Advantages of and to enforce all those Contracts.

Acts relating to leasing or selling Company to apply to Company and South-western Company.

39. From and after the Time agreed on for the Lease, Assignment, or Sale to take effect, the several Acts passed with respect to the Railway or Portion of Railway and Premises leased, assigned, or sold, and affecting the leasing, assigning, or selling Company or Companies with respect to the same, shall in like Manner relate to and affect the Company and the *South-western* Company with respect to the same, or the Part or Parts leased, assigned, or sold to or vested in them respectively.

Joint Committee of Directors of Company and South-western Company for managing Joint Property.

40. For the better carrying into effect of all or any of the Purposes of this Act with respect to the Railway or Portions of Railway and Premises which from Time to Time are under this Act vested in the Company and the *South-western* Company jointly (in this Act called "the joint Property"), the Company and the *South-western* Company may, if they so think fit, appoint a Joint Committee consisting of Three of the Directors of each of the Two Companies, and from Time to Time, if and when the Two Companies so agree, they may alter, discontinue, and renew the Committee as Occasion requires, and may regulate the Proceedings of the Committee, and delegate to the Committee all such Powers of the Two Companies respectively as they think expedient for carrying into effect any of the Purposes for which the Committee are appointed; and the Committee so from Time to Time appointed shall have and may exercise the Powers so from Time to Time delegated to them in like Manner as the same might be had and exercised by the Two Companies respectively, or their respective Directors.

41. If

Members of Joint Committee.

41. If and when the Two Companies agree on appointing the Joint Committee they shall appoint as Members thereof Three Directors of the Company and Three Directors of the *South-western* Company, and thereupon the several Provisions of this Act with respect to the Joint Committee shall have effect.

Powers of Joint Committee for Management of joint Property.

42. The Joint Committee and the Members thereof shall have the like Powers, and be entitled to the like Privileges and Indemnities, with reference to the Management and Regulation of the joint Property and the other Things to be done by them, as might be exercised in that Behalf by the Directors of the Two Companies respectively if they were themselves respectively managing and regulating the same: Provided that in the Exercise of those Powers the Joint Committee shall be subject only to such Control by the Two Companies, or either of them, as is by this Act or any Agreement, Lease, or Conveyance provided.

Removal and Appointment of Members of Joint Committee.

43. The respective Board of Directors of each of the Two Companies from Time to Time may remove any Member of the Joint Committee appointed by the respective Board, and from Time to Time may appoint any Member of the respective Board to supply the Place in the Joint Committee of any Member appointed by the respective Board who dies, resigns, or is removed, or otherwise ceases to be a Member of the Joint Committee, or without removing such Member may appoint another to act in his Place during such Time as any Member is temporarily unable to act, either from Absence, Incapacity, or any other Cause, during such temporary Absence or Incapacity: Provided that if and whenever by reason of the Default of the Boards, or either of them, in making such an Appointment there shall not be Six Members of the Joint Committee in Office, and able and competent to act, the Members thereof from Time to Time in Office able and competent to act, though fewer than Six, shall, notwithstanding the Default, be entitled to exercise the Powers of the Joint Committee.

Regulation of Joint Committee.

44. The Joint Committee shall be subject to all such Regulations as from Time to Time are agreed on by the respective Boards of Directors of the Two Companies, and, except so far as is otherwise provided by any such Regulations, at all Meetings of the Joint Committee the Majority present shall bind the Minority and all absent Members, and the Chairman shall be selected alternatively from among the Members appointed by each Board, and in case of an Equality of Votes shall have a Second or Casting Vote.

Quorum of Joint Committee.

45. Three Members of the Joint Committee shall form a Quorum; provided that the Three Members shall not be those appointed by One of the Boards, except in Cases where through Default of the other Board there

there is not then in Office able and competent to act any Member of the Joint Committee appointed by the defaulting Board, and except also in Cases where all the Members, or the Member (if only One), from Time to Time appointed by One of the Boards shall make default in Attendance at Two successive Meetings of the Joint Committee, there having been left with the Secretary of the respective Boards Six Days Notice in Writing from the other Board requiring the Attendance at One at least of the Meetings of the defaulting Members or Member, in which Cases respectively the Three Members appointed by One of the Boards shall form a Quorum.

Officers of Joint Committee.

46. The Joint Committee from Time to Time may appoint and remove the Booking Clerks, Signalmen, Porters, Policemen, and other Officers and Servants from Time to Time employed on and with respect to the joint Property, except such Officers and Servants as are from Time to Time employed by the Two Companies respectively in the actual Conveyance of Passengers, Animals, and Things, or the User of Carriages, Locomotive Engines, or other Power, on the joint Property or any Part thereof: Provided that the Two Companies respectively may at their own respective Expense appoint their own Booking Clerks, who shall not be removable by the Joint Committee.

Use of joint Property by the Companies.

47. Subject to the Control and Management of the Joint Committee, and the Provisions of the several Acts from Time to Time relating to the joint Property or to the Two Companies, or either of them, unless the Two Companies otherwise agree, each of the Companies may at all Times use the joint Property for the Conveyance of Passengers, Animals, and other Things upon the same, and for all such other Purposes as are necessary for the Traffic or Business of the respective Company thereon.

Proceedings by and against Two Companies with respect to joint Property.

48. All Actions, Suits, Indictments, and other Proceedings at Law or in Equity, or otherwise howsoever, which might be brought or prosecuted by or against the Two Companies or either of them as the joint Owners or Managers of the joint Property, may with respect to any Act or Default of the Joint Committee in relation to the joint Property, or any Part thereof, be brought and prosecuted by or against the Two Companies jointly, and the joint and several Funds of the Two Companies respectively shall be liable for the Payment and Satisfaction of all Liabilities incurred by the Joint Committee, and any Summons, Demand, Writ, Notice, or other Proceeding at Law or in Equity, or otherwise, relating in any Manner to the joint Property, or to any Act or Default of the Joint Committee, shall, if served on the Secretary or any Member of the Joint Committee, be as valid and effectual as if the same had been served on the Two Companies.

49. One

Expenses of joint Property to be borne by Two Companies equally and paid to Joint Committee.

49. One equal Half of the Costs and Expenses of and incident to the acquiring, maintaining, managing, and regulating of the joint Property, or in anywise relating thereto, shall be borne and paid by each of the Two Companies; and the Amount to be so borne and paid shall be paid to the Joint Committee by the Two Companies respectively by equal Instalments, and at the same Periods of Time, and in such Sums and at such Periods as the Joint Committee from Time to Time appoint.

Payment of Expenses by Two Companies.

50. If and whenever either of the Two Companies fail to pay any Sum so payable by them as and when the same is required by the Joint Committee, the other Company may provide and advance on account of the defaulting Company the Monies in respect to which the Default is so made; and the defaulting Company shall thereupon pay to the other Company the full Amount, with Interest after the Rate of Five Pounds *per Centum per Annum* thereon, from the Time of the Advance thereof, and that other Company shall have such general Lien in respect of the Monies and Interest as by this Act is provided.

Payment by Two Companies of their proper Expenses on Joint Property.

51. All Expenses from Time to Time incurred by either of the Two Companies in the actual Conveyance or Transmission of Passengers, Animals, or Things, or the User of Carriages, Locomotive Engines, or other Power, on the joint Property or any Part thereof, and all Liabilities from Time to Time incurred in respect of the joint Property by reason of Accidents, Losses, or otherwise howsoever, and occasioned by the respective Company, or any of the Officers or Servants in the exclusive Employment of the respective Company, shall be borne and paid by the respective Company out of their own Funds, unless otherwise agreed upon between them.

Accounts to be kept by Joint Committee.

52. The Joint Committee shall keep proper and sufficient Accounts and Vouchers and Books of Account of all their Receipts, Credits, Payments, and Liabilities, and Minute Books of all their Proceedings; and the respective Directors and Secretary of each of the Two Companies shall at all seasonable Times be at liberty to inspect and transcribe the Accounts, Vouchers, and Books so kept, and all other Documents, Papers, and Writings in their Custody relating in any Manner to the joint Property, or to the Proceedings of the Joint Committee.

Contracts between Two Companies as to Profits and Expenses, &c.

53. Notwithstanding anything in this Act contained, the Two Companies from Time to Time may enter into and carry into effect any Contract or Arrangement between themselves with reference to the Mode of ascertaining the Costs and Expenses of maintaining, managing, and regulating the joint Property, and the Expenses of working the same, and the Liabilities to be incurred in respect thereof.

54. When-

General Lien for Payments to be made by Two Companies.

54. Whenever any Monies are payable by either of the Two Companies to the other of them, or to the Joint Committee, in pursuance of this Act, or any Agreement between the Companies, the respective Company to which the Monies are payable, or, as the Case may be, the Joint Committee, shall have a general Lien for the full Amount of the Monies, and Interest at the Rate of Five Pounds *per Centum per Annum* thereon from the Time when the Monies ought to have been paid, on all the Shares and Interest of the respective Company by which the Monies are payable of and in the joint Property, and the Profits accruing therefrom, until the same Monies and Interest are fully paid and satisfied.

Tolls on joint Property vested in the Company and South-western Company.

55. From and after the vesting in the Company and the *South-western* Company under this Act of all or any Part of any Railway, and all or any Part of the said Piece of Land at *Epsom* respectively, the Company and the *South-western* Company jointly or (in accordance with their respective Interests therein) severally may demand and take in respect of the same for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all Services performed by the Two Companies respectively thereon, and for all other Matters with respect to Traffic thereon, a like Amount of Tolls, Fares, Rates, and other Charges as by the several Acts relating to the *Wimbledon and Croydon* Railway Company, or, as the Case may be, the *Epsom and Leatherhead* Railway Company, or the *Wimbledon and Dorking* Railway Company, or any of them, the respective Company were authorized to demand and take for like Traffic, Services, and Matters, and with and subject to like Powers and Provisions in all respects as if the same were vested in and managed and worked by the *Wimbledon and Croydon* Railway Company, or, as the Case may be, the *Epsom and Leatherhead* Railway Company, or the *Wimbledon and Dorking* Railway Company.

Subject to Limit as to maximum Charges.

56. Provided that the maximum Charges to be made by the Company and the *South-western* Company jointly and severally with respect to the Tolls, Fares, Rates, and Charges for the User of the respective Railway or Portion of Railway, or any Part thereof respectively, and for Carriages, Waggons, and Trucks, and for Locomotive Engines or other Power, and every Expense incidental to the Conveyance of their Traffic on and at the same respectively, shall not in any Case to which the Limitation of maximum Charges is applicable exceed the Sums in that Behalf limited by the Acts from Time to Time in accordance with this Act in force with respect to the respective Railway or Portion of Railway, and applicable in that Behalf.

Tolls for Traffic conveyed over

57. Where under this Act any Passengers, Animals, or Things are conveyed by the Company or the *South-western* Company partly on any Railway

Railways of Company and other Railways.

Railway of the Company or of the *South-western* Company, and partly on the *Wimbledon and Croydon* Railway, the *Epsom and Leatherhead* Railway, or the *Wimbledon and Dorking* Railway, for a Distance less in the whole than the following Distance, the Company or (as the Case may be) the *South-western* 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 each of the *Epsom and Leatherhead* Railway and the *Wimbledon and Dorking* Railway, Three Miles; and with respect to the *Wimbledon and Croydon* Railway, Four Miles; and for each Mile or Fraction of a Mile beyond Three Miles or Four Miles (as the Case may be), as for One Mile in respect of Passengers; and for each entire Mile beyond Three Miles or Four Miles (as the Case may be), as for One Mile in respect of Animals and Goods; and for each Fraction of a Mile beyond Three Miles or Four 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 Mile for this Purpose); and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods conveyed under this Act partly on the Railway of the Company or of the *South-western* Company, and partly on the *Epsom and Leatherhead* Railway, or the *Wimbledon and Dorking* Railway, or the *Wimbledon and Croydon* Railway, than the respective Charge in that Behalf herein authorized.

Eventual Dissolution of selling Companies.

58. When under the Provisions of this Act or of any other Act, or otherwise, the whole Undertaking of the *Wimbledon and Croydon* Railway Company, or of the *Epsom and Leatherhead* Railway Company, or of the *Wimbledon and Dorking* Railway Company, is absolutely vested in other Companies, then and from thenceforth the Company whose whole Undertaking is so vested shall exist only for the Purpose of getting in their Assets, paying and discharging their Debts, Liabilities, and Engagements (if any), and winding up their Affairs, and as soon as those Objects are fully obtained that Company shall be and hereby is dissolved.

Application of Funds.

59. The Company and the *South-western* Company respectively may apply to the Purposes which they are by this Act respectively authorized to execute any Monies raised or to be raised by them respectively by virtue of any other Acts (excepting, as regards the Company, "The *London, Brighton, and South Coast* Railway (New Lines) Act, 1862,") and not required for the Purposes to which those Monies are by such other Acts made specially applicable.

Power to Company to raise

60. The Company may from Time to Time under the Powers of this Act raise by the Creation of new Shares and Stock in their Undertaking, or

Capital by new Shares.

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 Sums not exceeding the following; (that is to say,)

For the Purposes of the new Railway, Tramway, and Works by this Act authorized to be constructed by the Company any Sums not exceeding in the whole One hundred thousand Pounds:

For the Purposes of any Purchase under this Act by the Company alone, or by the Company and the *South-western* Company jointly, such Sums as may be necessary for those Purposes, but subject to the Limitation of this Power herein-after contained.

Power to South-western Company to raise Capital by new Shares.

61. The *South-western* Company may from Time to Time 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, such Sums as may be necessary for the Purposes of any Purchase under this Act by the *South-western* Company alone, or by the *South-western* Company and the Company jointly, of the Undertaking of the *Wimbledon and Croydon* Railway Company, such Sums as may be necessary for those Purposes, but subject to the Limitation of this Power herein-after contained.

Limitation of Powers to raise Capital for certain Purposes.

62. Provided always, That the total Amount to be raised by the Creation of new Shares and Stock for the Purposes of any Purchase of any Undertaking or Part of any Undertaking under this Act shall not exceed the total Amount of the Capital authorized to be raised by Shares or by Shares and Stock for the Purposes of that Undertaking by the Acts relating thereto.

Amount of Shares, &c.

63. Any new Shares or Stock by this Act authorized to be created shall be of such Amounts as shall be fixed and determined by the Resolutions of any Ordinary or Extraordinary Meetings of the Company creating the same, and that Company may dispose of such Shares and Stock to such Persons and on such Terms and Conditions as that Company thinks 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 to apportion such new Shares or Stock amongst the then Shareholders of the Company creating the same, unless so resolved at any such Meeting.

Privileges may be attached to new Shares.

64. Each Company creating any such new Shares or Stock may from Time to Time, with the Sanction of Three Fifths at least of the Votes of their Shareholders present, personally or by proxy, at any Extraordinary Meeting convened with Notice of this Purpose, attach to all or any new Shares

Shares or Stock, or any Class of new Shares or Stock, created by them 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 they 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 in the same Company 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.

65. 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 creating the same as aforesaid (when the same becomes payable) out of the Profits of each Year in priority to the ordinary Shares and Stock in that Company; but if in any Year ending the Thirty-first Day of *December* there shall not be Profits 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 that Company.

Saving existing Preference Shares.

66. 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 created by the Company) in pursuance of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock which may have been previously granted by the Company creating such new Shares or Stock 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.

67. Any such new Shares or Stock which any such Meeting may resolve to apportion among the then Shareholders in the Company creating such new Shares or Stock 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 that 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.

68. 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 creating the same at the

the Time and in the Manner 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, and pay the Value thereof as aforesaid, the Directors of the Company creating the same may dispose of the same in such Manner as they may deem most for the Advantage of that Company.

Limit of Amount and Number of Calls.

69. Except in the Case of Shares created for the Purpose of any such Purchase, 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 any 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.

70. 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 creating the same, 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.

71. 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 creating the same.

Companies may cancel unissued new Shares and issue others instead.

72. If after having created any new Shares or Stock under the Powers of this Act the Company creating the same 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.

73. 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 either Company for any Money payable to such Shareholder.

Power to raise Capital under any other Act of

74. If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the Company or the *South-western* Company be authorized to raise any Capital by new Shares

or

or Stock, then, subject to the Provisions of the other Act and this Act respectively, the Company or (as the Case may be) the *South-western* 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. this Session and this Act by new Shares of one Class.

75. The Company may from Time to Time under the Powers of this Act (and in addition to any other Sums which they now are or by any other Act of the present Session of Parliament may be authorized to borrow) borrow on Mortgage as follows; (that is to say,) Power to borrow on Mortgage.

For the Purposes of the new Railway, Tramway, and Works by this Act authorized to be constructed by the Company, and in respect of the additional Capital by this Act authorized to be raised for that Purpose, any Sums not exceeding in the whole Thirty-three thousand three hundred Pounds:

For the Purpose of paying off any Mortgages or Bonds legally issued by any Company whose Undertaking, or any Part of whose Undertaking, or any Estate or Interest therein, is assigned or sold under this Act.

76. The *South-western* Company may from Time to Time under the Powers of this Act (and in addition to any other Sums which they now are or by any other Act of the present Session of Parliament may be authorized to borrow) borrow on Mortgage for the Purpose of paying off any Mortgages or Bonds legally issued by the *Wimbledon and Croydon* Railway Company. Power to South-western Company to borrow on Mortgage.

77. Provided always, That the total Amount to be raised by borrowing under this Act, for the Purpose of paying off Mortgages or Bonds legally issued by any Company, shall not exceed the total Amount borrowed by that Company under the Authority of the Acts relating to them. Limitation of borrowing for certain Purposes.

78. Provided also, That no Money shall be borrowed by either of the Two Companies under the Powers of this Act until the whole of the additional Capital in respect of which the same is by this Act authorized to be borrowed shall have been subscribed for or taken, and One Half of that Amount shall have been paid up, and until it shall have been 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 has been subscribed for or taken *bonâ fide*, and is held by the Subscribers or their Assigns, Restrictions on borrowing.

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.

79. All Mortgages granted by either of the Two Companies 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, and as regards the Undertaking comprised in and assigned by such Mortgages, have Priority over all Mortgages granted by the same Company by virtue of this Act.

Power to raise Money by Shares instead of by borrowing.

80. Each of the Two Companies, if and when from Time to Time that Company so thinks fit, may, instead of borrowing or re-borrowing on Mortgage all or any Part of the Monies which by this Act that Company is authorized to borrow, raise the same by the Creation and Issue of new Shares or Stock under the Provisions in that Behalf of this Act.

Provisions of 21 & 22 Vict. c. lxxxix. to extend to Act.

81. The Provisions of Sections Eighty-eight to Ninety-three, both inclusive, of "The *South-western* Railway (Works and Capital) Act, 1858," with respect to the Cancellation of Shares and the Issue of new Shares instead of cancelled Shares, shall extend to this Act with respect to the *South-western* Company and the Shares which by this Act they are authorized to create.

Application of Monies raised under this Act.

82. All and every Part of the Monies authorized to be raised by new Shares or Stock or on Mortgage under the Provisions of this Act shall be applied only to the Purposes by this Act authorized.

Extending Powers for Conversion of Shares into Stock.

83. 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 certain Powers of the Company under other Acts for Conversion of Debt into Debenture Stock and Annuities.

84. 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 re-borrowing and providing Funds for paying off Mortgages

gages 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.

85. 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.

86. It shall not be lawful for the Company or the *South-western* 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 either 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.

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

87. It shall not be lawful for the Company or the *South-western* Company, out of any Money by this Act or any other Act relating to them 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 them to construct any other Railway, or to execute any other Work or Undertaking.

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

88. 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 or of the Rates for small Parcels authorized by this Act.

89. All

London, Brighton, and South Coast Railway (Various Powers) Act, 1863.

Expenses of Act.

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

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