ANNO VICESIMO TERTIO & VICESIMO QUARTO

VICTORIÆ REGINÆ.

Cap. clxxii.

An Act for enabling the *Mid-Sussex and Midhurst Junction* Railway Company to deviate a Portion of the authorized Line of the *Mid-Sussex and Midhurst Junction* Railway, 1859.

[23d *July* 1860.]

WHEREAS by "The *Mid-Sussex and Midhurst Junction* Railway Act, 1859," the *Mid-Sussex and Midhurst Junction* Railway Company were incorporated for making a Railway from the *Coultershaw* Branch of the *Mid-Sussex* Railway to the Town of *Midhurst* in the County of *Sussex*, with Power to raise a Capital of Seventy thousand Pounds, to be divided into Seven thousand Shares, the Amount of each Share to be Ten Pounds, with the further Power of borrowing on Mortgage any Sum not exceeding in the whole Twenty thousand Pounds, to be applied in the Construction of the said Railway and Works: And whereas the Company are proceeding with the Construction of the said Railway, and have raised Part of their Capital, but they have not yet borrowed any Money under the Provisions of the said Act: And whereas it is expedient that the Company be enabled to divert a Portion of the said authorized Line of Railway from the *Coultershaw* Branch of the *Mid-Sussex* Railway to the Town of *Midhurst* in the County of *Sussex*, which Deviation will commence in the Parish of *Woollavington* and terminate in the Parish of *Midhurst* in said County: 22 & 23 Vict. c. cxxv.

The Mid-Sussex and Midhurst Junction Railway Deviation Act, 1860.

And whereas the proposed Deviation will render necessary the Relinquishment of a Portion of the said authorized Line of Railway hereafter mentioned: And whereas it is also expedient that the *London, Brighton, and South Coast* Railway Company be enabled to contribute to the Undertaking by this Act authorized, and that the said Company and the *Mid-Sussex* Railway Company be enabled to enter into Working and Traffic Arrangements with the said *Mid-Sussex and Midhurst Junction* Railway Company (herein-after called the Company) in respect of the Undertaking authorized by this Act; but these Purposes cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

I. This Act may for all Purposes be cited as "The *Mid-Sussex and Midhurst Junction* Railway Deviation Act, 1860."

8 & 9 Vict. cc. 16. 18. and 20. incorporated.

II. "The Companies Clauses Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," save so far as any of the Clauses and Provisions thereof respectively are expressly excepted or varied by this Act, are hereby incorporated with this Act.

Same Meaning to Words in incorporated Acts as this Act.

III. The several Words and Expressions to which by the Acts incorporated or partly incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Power for Company to make Deviation Line and to take Lands.

IV. Whereas Plans and Sections of the Railway as originally proposed to be diverted were deposited with the Clerk of the Peace for the County of *Sussex* in the Month of *November* One thousand eight hundred and fifty-nine, but, being objected to by the principal Landowners affected thereby, it has been agreed to be abandoned, and that in its Stead another Line should be adopted, and a Plan and Section describing the substituted Line and the Levels thereof, and a Book of Reference to such Plan, have been deposited in the Month of *June* One thousand eight hundred and sixty with the Clerk of the Peace for the said County: Therefore the Railway by this Act authorized shall not be made in the Line or Course and according to the Levels delineated upon the said Plans and Sections so deposited with the said Clerk of the Peace in the Month of *November* One thousand eight hundred and fifty-nine, but the said Railway shall be made in the Line or Course delineated upon the said Plan so deposited with the said Clerk of the Peace in the said Month of *June* One thousand eight hundred and sixty, or within the Limits of Deviation defined thereon, and according to the Levels delineated

delineated upon the Section deposited with such Plan, and, subject to the Provisions of this Act, it shall be lawful for the Company to enter upon, take, and use such of the Lands delineated upon the said Plan and described in the Book of Reference so deposited in the said Month of *June* as shall be necessary for such Purpose, but they shall not, for any of the Purposes of this Act or of any future Act which they may apply for, enter upon, take, or use compulsorily the Lands or any Part of the Lands delineated upon the Plans deposited as aforesaid in *November* last.

Restriction upon Company as to Erection of Stations, &c.

V. No Station or Building shall be erected by or for the Company upon any Part of the Lands or of the Railway lying between the Point where according to the deposited Plan the said Railway will commence and the Brook or Stream numbered on the said Plan 4 in the Parish of *Cocking* and 14 in the Parish of *Woollavington*.

Land in Occupation of J. Hicks not to be taken without his Consent in Writing.

VI. It shall not be lawful for the Company to enter upon, take, or use any Part of the Land numbered on the said Plan 11 in the Parish of *Midhurst*, and in the Occupation of *Joseph Hicks*, without his previous Consent in Writing.

Powers for compulsory Purchases limited.

VII. The Powers of the Company for the compulsory Purchase of Lands for the Construction of the Railway by this Act authorized shall not be exercised after the Expiration of One Year from the passing of this Act.

Period for completing Railway.

VIII. The Railway by this Act authorized shall be completed within Two Years from the passing of this Act; and upon the Expiration of such Time all the Powers granted to the Company for constructing the said Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the same as shall have then been completed.

Railway and Works authorized by this Act.

IX. The Railway and Works authorized by this Act are the following; (that is to say,)

A Line of Railway, with all proper Works and Conveniences connected therewith, commencing at a Point about Eight Chains from the *Royal Oak* Public House on the South-easterly Side of the Road leading thereto in the Parish of *Woollavington* in the County of *Sussex*, and terminating in the Parish of *Midhurst* in a Field or Enclosure belonging to *Pruett Dennett* Esquire, adjoining the Southerly Side of the Road leading from *Midhurst* to *Bepton*; and which said intended Railway and Works will pass from, in, through, or into or be situate within the several Parishes of *Woollavington*, *Cocking*, and *Midhurst*, all in the said County of *Sussex*.

X. The

Abandonment of Portion of Railway.

X. The Company shall abandon the Construction of that Portion of the *Mid-Sussex and Midhurst Junction* Railway which is authorized to be made between the Commencement of the proposed new Line of Railway as by this Act authorized, and the *Royal Oak*, in the Parishes of *Cocking* or *Woollavington*, or One of them.

Compensation to be made in respect of Line abandoned.

XI. Where before the passing of this Act any Contract was entered into or Notice given by the Company for purchasing any Land which the Company are authorized to purchase for the Purpose of making any Part of the Portion of the Line which they are by this Act required to abandon, the Company shall make to the Owners or Occupiers of or other Persons interested in those Lands full Compensation for all Injury or Damage sustained by them respectively by reason of the Purchase not being completed pursuant to the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner provided by the Lands Clauses Consolidation Act, 1845, provided for determining the Amount and Application of Compensation paid for Lands taken under the Provisions of said Act.

Compensation for Damage to Lands by Entry, &c.

XII. The Authority by this Act given to the Company to abandon the said Portion of Railway shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company are authorized to purchase for the Purpose of making such Portion to receive from the Company Compensation according to the Provisions in that Behalf of the said Lands Clauses Consolidation Act, for any Damage occasioned by the Entry of the Company upon the Lands for the Purpose of surveying and taking Levels, or probing or boring to ascertain the Nature of the Soil, or setting out the Line of such Portion as aforesaid.

Deviation Line to be Part of the Mid-Sussex and Midhurst Junction Railway.

XIII. The Railway by this Act authorized, with respect to Tolls, Fares, Rates, Charges, and otherwise, shall be Part of the said *Mid-Sussex and Midhurst Junction* Railway.

For securing Completion of Railway.

XIV. And whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Eight hundred Pounds, being One Eighth of the Amount of the Excess of the Estimate of the Expense of the Railway authorized by this Act over the estimated Expense of the Railway by this Act authorized to be relinquished, has been deposited with the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Eight hundred Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid

or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfation of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Board of Trade, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom; Provided that if at any Time after the passing of this Act a Bond in twice the Amount of the said Sum of Eight hundred Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Treasury,) conditioned for the Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Eight hundred Pounds if the said Company shall not within the Time limited for the Completion of the Railway either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if such Bond shall have been deposited with the said Solicitor, then such Sum of Money and the Interest or Dividends thereof shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding, and the Money to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest or Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor that such Bond

had been executed and deposited as aforesaid, and the Certificate of the Board of Trade that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Interest not to be paid on Calls paid up except on Advances beyond Calls made.

XV. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Shares or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of Shares held by him in the Capital by this Act authorized to be created: Provided always, that the Company may pay to any such Shareholder any Interest on Money advanced by him beyond the Amount of Calls actually made, as is in conformity with the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845."

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

XVI. The Company shall not, out of any Money by this Act or any Act relating to the Company authorized to be raised or applied for the Purposes of the Company, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now or hereafter 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 make any other Railway or to execute any other Work or Undertaking.

General Application of Company's Funds.

XVII. The Company from Time to Time may apply all or any of the Monies raised by them under the first-recited Act by Shares and by borrowing for any of the Purposes by this and the said recited Act authorized, excepting always so far as relates to the Portion of the Railway hereby abandoned.

Power for London and Brighton Company to contribute towards Fund of Company.

XVIII. The *London and Brighton* Railway Company, for the Purposes of the first-recited Act and this Act respectively, may subscribe for or take and hold Shares in the Capital of the Company, or otherwise contribute towards the Funds of the Company, and may apply for that Purpose any Monies not exceeding in the whole Thirty thousand Pounds now or hereafter in their Possession or Control, or which they are now authorized to raise, and which are not required for the Purposes of any Act relating to them: Provided always, that no such Application of Money by the *London and Brighton* Company shall take place without the Sanction of at least Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at a General Meeting of that Company specially convened for that Purpose.

XIX. The

Power to raise further Funds for such Contribution.

XIX. The *London and Brighton* Company from Time to Time may raise by the Creation and Issue of new Shares or Stock of their Undertaking any Sums which they require for the Purposes of this Act, not exceeding the Amount which they are by this Act authorized to contribute to the Funds of the Company: Provided always, that the *London and Brighton* Company shall not so raise any such Sum of Money without the like Sanction of Shareholders as is by this Act required for any Contribution by that Company to the Funds of the Company.

Power to enter into Traffic Arrangements.

XX. The *Mid-Sussex* Railway Company and the *London, Brighton, and South Coast* Railway Company, or either of them, and the Company, may from Time to Time enter into Agreements with respect to the following Purposes or any of them; (that is to say,)

The Maintenance, Use, and working by the *Mid-Sussex* Railway Company and *London, Brighton, and South Coast* Railway Company, or either of them, of all or any Part of the Railway of the Company, and the Use of the Works and Conveniences belonging thereto, for the Conveyance by the *Mid-Sussex* Railway Company and *London, Brighton, and South Coast* Railway Company, or either of them, of the whole or any Part of the Traffic upon the said Railway:

The Division and Apportionment of such Traffic between the said Companies respectively:

The Supply of any Working or Rolling Stock required for such Purposes:

The Management, Maintenance, and Repair of the Railway:

The Costs and Expenses of such working, Management, Maintenance, and Repair:

The forwarding, Interchange, and Transmission upon or over the respective Railways of the said Companies of any Passenger or other Traffic which may be conveyed upon and from the Railways of the *Mid-Sussex* Railway Company and the *London, Brighton, and South Coast* Railway Company, or either of them, to and along the Railway or any Part thereof, or which may be conveyed upon and along the Railway to and along the *Mid-Sussex* Railway and the *London, Brighton and South Coast* Railway, or either of them, or any Part thereof:

The Collection, Delivery, and general Conduct of such Traffic:

The fixing of the Tolls, Rates, and Charges to be levied or taken by the said Companies or either of them in respect of the Traffic conveyed over their respective Railways or any Part thereof respectively, not exceeding the maximum Tolls, Rates, and Charges authorized by the Acts of Parliament relating to such Railways respectively:

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

The Division between the said Companies of the Receipts arising from the Traffic upon their respective Railways or any Part thereof respectively, subject to any Deductions to be made therefrom, or any Rent or other Consideration to be paid by either of the said Companies to the other of them, by virtue of the said Agreements.

Duration of Agreement.

To be approved by Board of Trade.

Agreements not to affect Persons not Parties thereto.

XXI. Any such Agreement shall not be for more than Ten Years, and no such Agreement shall have any Operation until the same shall have been approved by the Board of Trade; and no such Agreement as aforesaid shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the said Companies shall for the Time being be respectively authorized and entitled to demand and receive from any Person or Persons or any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the said Agreement may relate, upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been in case no such Agreement had been entered into: Provided always, that the said Board shall not approve such Agreement without being satisfied that the same has been duly assented to by the Shareholders of the said Companies Parties thereto in Special Meeting assembled for that Purpose, as herein-after required.

Agreement may be renewed, with the Approval of the Board of Trade.

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

Agreement inoperative until approved by the Board of Trade.

XXII. At the Expiration of the said Agreement or of any future Agreement the said Companies, with the Consent in Special Meeting of the Shareholders of such Companies respectively, as herein-after required, (and subject to the Approval of the Board of Trade,) may from Time to Time enter into an Agreement for not more than Ten Years from the Expiration of the preceding Agreements for all or any of the Purposes aforesaid: Provided that before such Companies shall enter into any such further Agreement as aforesaid they shall give Notice of their Intention to enter into such Agreement by Advertisement in a Form to be approved of by the Board of Trade inserted once in each of Two successive Weeks in some Newspaper published or circulating in each County in which any Part of the Railway or Railways to which such proposed Agreement relates is situated; and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade; and no such Agreement shall be valid at Law or in Equity until the same shall have been approved of by the Board of Trade.

XXIII. None

Working Arrangements to be approved by Shareholders.

XXIII. None of the Agreements herein authorized to be entered into between the Company and the *Mid-Sussex* Railway Company and the *London, Brighton, and South Coast* Railway Company, or either of them, shall have any Operation or Effect unless and until the Contracts or Arrangements intended to be made for such Purposes respectively shall have been submitted to and approved by a Majority consisting of not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Meeting of the Companies Parties thereto, specially convened for that Purpose.

Meeting how to be convened.

XXIV. Such Meeting shall be called by Advertisement inserted once at least in Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper of the County in which the principal Office of each Company Party to such Contract or Arrangement is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting of the Company, and also by a Circular addressed to each Shareholder entitled to vote at Meetings of the Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Traffic on Line not to be subject to short Distance Clause on both Lines.

XXV. In estimating the Tolls or Charges to be paid during the Continuance in force of any such Contract or Agreement as aforesaid, the Railway shall be deemed to be Part of the *Mid-Sussex* Railway or the *London, Brighton, and South Coast* Railway, in respect of the Traffic conveyed partly upon the Railway and partly upon the *Mid-Sussex* Railway, or partly upon the Railway and partly upon the *London, Brighton, and South Coast* Railway, as the Case may be.

Saving Rights of other Companies.

XXVI. Except as is by this Act expressly provided, this Act or anything herein contained shall not take away, lessen, alter, or prejudice any of the Estates, Rights, Powers, or Privileges of the Company, or of the *London, Brighton, and South Coast* Railway Company, or the *Mid-Sussex* Railway Company.

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

XXVII. This Act shall not exempt the Company from the Provisions of any present or future General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, or from any future Revision and Alteration, under the Authority of Parliament, of the Rates or Fares and Charges in the first-recited Act and this Act respectively authorized, or of the Rates for small Parcels thereby respectively authorized.

The Mid-Sussex and Midhurst Junction Railway Deviation Act, 1860.

Expenses of Act.

XXVIII. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be paid by the Company.

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