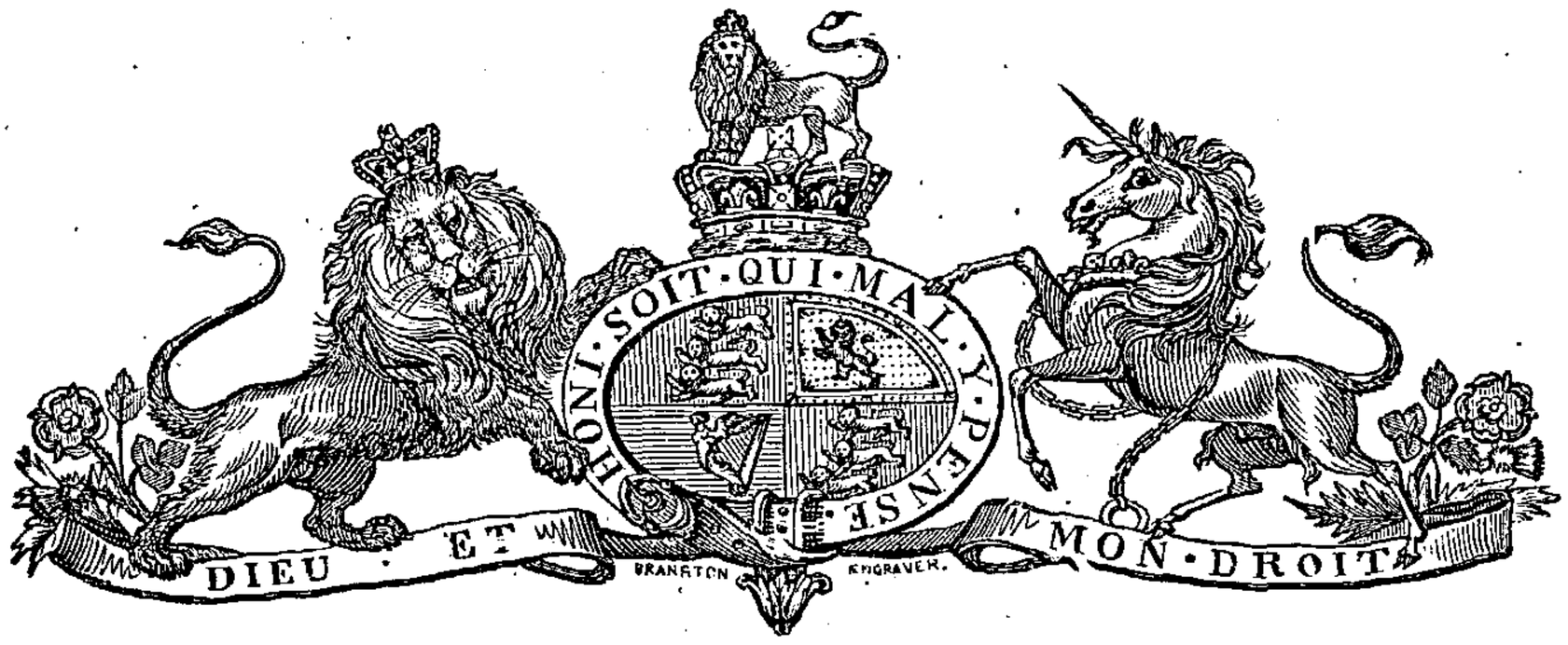


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Direction nearly parallel and also near to the Line of the said South-eastern Railway, and might for such Distance be made available for the Purposes of the Traffic of the last-mentioned Railway as well as of the *London* and *Brighton* Railway; and it is therefore expedient that the Line of the South-eastern Railway should be diverted so as to join the Line of the *London* and *Brighton* Railway, and that the Formation of so much of the Line of the South-eastern Railway, as at present authorized to be made, as will be rendered useless by reason of such Diversion, should be abandoned; but the Purposes 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 Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules of Interpretation or Construction, Clauses, Matters, and Things, contained in the Two first-recited Acts relating to the South-eastern Railway, or either of them, and in a certain Act relating to the said South-eastern Railway passed during the present Session of Parliament, intituled *An Act to amend the Acts relating to the South-eastern Railway*, (and not by the second of such first-recited Acts or by this Act, or by the said Act passed in the present Session as aforesaid, repealed, altered, or otherwise provided for,) shall extend and be construed to extend to this Act, and to the several Works and Things hereby authorized or required to be made and done, and shall operate and be in force in respect to the Objects and Purposes of this Act, as fully and effectually to all Intents and Purposes whatsoever as if the same Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules, Clauses, Matters, and Things were repeated and re-enacted in this Act with reference to the Works and Things to be made and done under the Authority hereof.

Powers of recited Acts extended to this Act.

2 & 3 Vict. c. 42.

Power to alter the Line of Railway.

II. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make the Alteration or Diversion herein-after mentioned of and in the Line of the said South-eastern Railway as at present authorized to be made, and to make and maintain the said Railway and Works, according to the altered or diverted Line or Course, and upon, across, under, or over the Lands delineated on the Plans and Sections and described in the Books of Reference deposited as herein-after mentioned with the Clerks of the Peace for the Counties of *Kent* and *Surrey* respectively; that is to say, from a Point at or near a certain Field in the Parish of *Chiddingstone* in the County of *Kent*, numbered 62 in the Parliamentary Plans of the said South-eastern Railway deposited with the respective Clerks of the Peace for the Counties of *Surrey* and *Kent*, to and to form a Junction with the Line of the *London* and *Brighton* Railway, as the same is at present authorized to be made, at or near a certain Field, numbered 34 in the Parliamentary Plan of the said *London* and *Brighton* Railway, in the Parish of *Reigate* in the County of *Surrey*; which said altered or diverted Line will pass from or through or into the several Parishes, Townships, and Places

Places of *Chiddingstone*, *Hever*, and *Edenbridge*, or some of them, in the County of *Kent*, *Lympsfield*, *Crowhurst*, *Oxted*, *Tandridge*, *Godstone*, *Bletchingly*, *Nutfield*, and *Reigate*, or some of them, in the County of *Surrey*; and the said Company are hereby required, from and after the passing of this Act, to abandon such Part of the Line of the said South-eastern Railway, as authorized to be made by the Acts relating thereto, as by reason of the said Alteration or Diversion hereby authorized will be rendered useless or unnecessary; and all the Powers, Authorities, Privileges, and Directions which by the last-mentioned Acts are given for making and maintaining the Portion of the said Line of Railway by this Act authorized to be abandoned shall, from and immediately after the passing of this Act, cease and determine; and all Lands purchased by the said Company for the Purposes of the last-mentioned Portion of their Line shall be subject to the Directions and Authorities of the first-recited Act which relate to the Sale of superfluous Lands vested in the said Company, and not required for or applicable to the Purposes of the said Railway.

Certified Copies of the Plans and Sections deposited with Clerks of the Peace to be good Evidence.

III. And whereas Maps or Plans and Sections describing the Line and Levels of the said intended Alteration or Diversion of the Line of the said South-eastern Railway, and the Lands in and through which the same is intended to be made, together with Books of Reference to such Plans respectively, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and of the Occupiers of such Lands, have been deposited for public Inspection with the Clerks of the Peace for the Counties of *Kent* and *Surrey* respectively, and will be open to public Inspection by all Persons interested, under the Provisions of the Act passed in the First Year of the Reign of Her present Majesty, intituled *An Act to compel Clerks of the Peace for Counties, and other Persons, to take the Custody of such Documents as shall be directed to be deposited with them under the Standing Orders of either House of Parliament*; be it therefore enacted, That true Copies of the said Plans, Sections, and Books of Reference respectively, or of so much thereof respectively as may relate to any Matter in question, certified by the said Clerks of the Peace or either of them, shall be and are hereby declared to be good Evidence in all Courts of Law and elsewhere.

7 W. 4. & 1 Vict. c. 83.

Unintentional Errors in Plans not to impede Execution of the Railway.

IV. And be it further enacted, That it shall be lawful for the said Company to make the said Alteration or Diversion and other Works hereby authorized in the Line or Course and in or through the Lands delineated on the said Plans, although such Lands or any of them, or the Situation thereof respectively, or the Names of the respective Owners, Lessees, or Occupiers thereof, may happen to be omitted, mis-stated, or erroneously described in the said Plans or in the said Books of Reference, or in the Schedule hereunto annexed, if it shall appear to any Two Justices of the Peace for the County or Place within which such Lands may be situate, assembled at their usual Petty Sessions, (in case of Dispute about the same,) and be by them certified in Writing, that such Omission, Mis-statement, or erroneous Description proceeded from Inadvertence or Mistake;

Mistake; and the Certificate of such Justices shall be deposited with and kept by the Clerk of the Peace of such County or Place.

Houses and Gardens not to be taken unless specified in the Schedule.

V. Provided always, and be it further enacted, That nothing herein contained shall authorize the said Company, or any Person acting under their Authority, to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-eight, or any Ground which was then set apart and used as a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any Ground then inclosed and planted as an Ornament or Shelter to a House, or as a Nursery for Trees, other than such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner thereof, unless the Omission thereof in such Schedule shall have proceeded from Mistake or Inadvertence, and it shall be so certified in manner herein-before mentioned and provided for with respect to unintentional Errors or Omissions in the said Books of Reference.

Power to deviate.

VI. And be it further enacted, That the said Company, in making the Alteration or Diversion hereby authorized, and other Works connected therewith, shall have full Power and Authority to deviate from the Line thereof as delineated on the said Plans, provided that no such Deviation shall extend to a greater Distance than One hundred Yards on either Side of the said Line, and in passing through Lands covered with Houses in any Town shall not extend to a greater Distance than Ten Yards on either Side thereof; provided also, that no Deviation shall extend into the Lands of any Person whose Name is not mentioned in the said Books of Reference, or in the Schedule hereto, unless the Name of such Person shall have been omitted by Mistake or Inadvertence, and the Fact of such Omission having proceeded from Mistake or Inadvertence shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Books of Reference.

Time for taking Lands.

VII. And be it further enacted, That the Time during which the said Company shall have Power to purchase and take by Compulsion the Lands requisite for the Purposes hereof shall be and the same is hereby limited to the Space of Three Years from the passing of this Act.

Providing for Reinstatement of Soil on Lands which may revert to the Owners.

VIII. And whereas by the firstly herein-before recited Act it is among other things enacted, that if the said South-eastern Railway or any Part thereof shall at any Time hereafter be abandoned or given up by the said Company, or after the same shall have been completed shall for the Space of Three Years cease to be used and employed as a Railway, then and in such Case the Lands purchased or taken by the said Company for the Purposes of the same Act, or otherwise the Parts thereof over which the said Railway, or any Part thereof shall be so abandoned or given up by the said Company, shall vest in manner therein mentioned in the Owners for the Time being of the Land adjoining that which shall be so abandoned or

given up: And whereas it might happen that in the event of any Portion of the said Railway being abandoned, and the Lands whereon the same may have been constructed reverting to the original Owners thereof in pursuance of the above-recited Enactment, the said Lands might be useless to the said Owners in consequence of the Removal of Part of the Soil and Earth therefrom in the Construction of the said Railway; be it therefore enacted, That if at any Time hereafter any Lands purchased by the said Company for the Purposes of the said Railway shall revert to the original Owners thereof, or their Heirs or Successors in Estate, in consequence of the Abandonment or Disuse of any Portion of the said Railway, as provided for by the said recited Act, and if in the Execution of the said Work any Part of the Soil or Earth now constituting Part of the said Lands shall have been removed or carried to any Part of the said Line which shall also have been abandoned or disused as aforesaid, then and in such Case it shall be lawful for the Persons to whom any such first-mentioned Lands shall revert, if they shall think fit so to do, at any Time within One Year next after the same shall have so reverted, to remove again such Earth and Soil, and to reinstate the same on the said Lands which shall so have reverted to them, and from whence the same shall have been originally taken or removed.

All Works connected with the Surrey and Sussex Roads to be constructed under the Superintendence of the Surveyor to the Trustees thereof. 9 G. 4. c. 110.

IX. Provided always, and be it further enacted, That the Bridge hereby required to be constructed under the Authority of this Act over a certain Road leading from *Godstone* in the County of *Surrey* to *East Grinstead* in the County of *Sussex*, which Road is repaired, maintained, and supported under and by virtue of a certain Act passed in the Ninth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act for more effectually amending the Road leading from the* Stones End *in* Blackman Street *in the Borough of* Southwark *in the County of* Surrey *to* Highgate *in the County of* Sussex, *and several other Roads therein mentioned, and for other Purposes relating thereto*, and all Walls, Approaches, and other Works belonging to such Bridge, and all Repairs and Renewals of the said Bridge which shall hereafter be made by the said Company, shall be constructed and made and formed under the Direction and Superintendence from Time to Time of the Trustees of the *Surrey* and *Sussex* Roads, or their Surveyor or Surveyors; and that the Plans and Designs for the said Bridge and the Works belonging thereto (which shall respectively be as ornamental as shall be consistent with the Nature and Situation of the Works), and the Materials whereof the same shall be constructed, shall be determined and approved of by the said Trustees, or their Surveyor or Surveyors; and, previously to the Commencement of the said Bridge, Plans, Sections, and Specifications thereof, to be made at the Expence of the said Company, shall be submitted to and approved of by the said Trustees, or their Surveyor or Surveyors; and in case in the Construction of the said Bridge the said Company shall do or cause to be done any Injury or Damage to the said *Surrey* and *Sussex* Road, and shall not forthwith, upon Notice requiring them so to do, proceed to repair and make good such Injury or Damage to the Satisfaction of the Surveyor or Surveyors to the Trustees of the said Road, or if, by reason of the Construction of any of the Works hereby authorized

rized or required to be constructed by the said Company, any Alteration of the said Road, or of the Drains or Sewers under the same, shall, in the Judgment of the said Surveyor or Surveyors, be rendered necessary, then and in any of such Cases it shall be lawful for the said Surveyor or Surveyors to cause all such Repairs and Alterations to be made as he or they in his or their Discretion shall think fit; and all Costs and Expences of such Repairs and Alterations shall be paid, on Demand, by the said Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the said Trustees from the said Company, with full Costs of Suit, by Action of Debt or on the Case, in any of Her Majesty's Courts of Record at *Westminster*, or by Levy in the Nature of Distress upon all or any Part of the Lands, Goods, and Effects of the said Company:

Provision for temporary Roads.

Provided also, that in all Cases where, in the Exercise of any of the Powers hereby or by the said recited Acts granted, any Part of the said *Surrey* and *Sussex* Roads shall be required to be cut through, raised, sunk, taken, or so much injured or obstructed as to be impassable or inconvenient for Passengers or Carriages, the said Company shall at their own Expence, before any such Road shall be so cut through, raised, sunk, taken, or injured as aforesaid, cause another good and sufficient temporary Road, not less than Thirty Feet in Width, to be set out, formed, lighted, watched, and kept in good Repair, and safe and convenient for Passengers, during the whole Term of its being substituted for the Turnpike Road; and the principal Turnpike Road shall be restored, within Four Calendar Months after the Commencement of the Use thereof for the above-mentioned Purposes, to the Satisfaction of the Surveyor or Surveyors of the Trustees of such Turnpike Road.

Directing how Bridge shall be built for carrying the Railway over the Surrey and Sussex Roads.

X. Provided also, and be it further enacted, That the Span of the Arch of the Bridge to be erected by the said Company for the Purpose of carrying the said Railway over or across the said *Surrey* and *Sussex* Turnpike Roads shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under such Bridge of not less than Thirty Feet, and of a Height from the Surface of such Road to the Soffit of such Bridge or Arch of not less than Twenty Feet (if the same shall be required by the said Trustees).

Company not to deviate from the Line so far as affects the Surrey and Sussex Roads without Consent.

XI. Provided also, and be it further enacted, That the said Company, in constructing the said Railway, so far as the same shall affect or be connected with the *Surrey* and *Sussex* Turnpike Roads, shall not deviate from the Line delineated in the said Plan deposited with the Clerk of the Peace for the County of *Surrey*; nor shall the said Bridge hereby authorized and required to be made over and across the said *Surrey* and *Sussex* Turnpike Roads be made at any other Place than the Place marked out for that Purpose in the said Plan; nor shall the said Turnpike Road leading from *Godstone* to *East Grinstead* aforesaid be, under any Provision or Construction of this Act, diverted or altered or in anywise disturbed by the said Company, except as herein-before provided, without the Consent in Writing of Seven or more of the Trustees of the said *Surrey* and *Sussex* Roads, assembled at a General Meeting, first had and obtained.

XII. Pro-

Company to erect a Screen where the Railway crosses the Surrey and Sussex Roads if required by the Trustees.

XII. Provided also, and be it further enacted, That upon and on both Sides of the said Bridge the said Company shall, at their own Costs and Charges, erect and for ever maintain and keep a good and sufficient Brick or Stone Wall of the Height next hereinafter mentioned, and for the Space or Distance of One hundred Yards, at each End of and adjoining to the said Bridge; and on both Sides of the said Railway the said Company shall at their like Costs and Charges, if required so to do by the said Trustees, erect and for ever maintain and keep a like good and sufficient Brick or Stone Wall; the said Walls on the said Bridge and the said extended Walls to be of a sufficient Height to exclude the Sight or View of Engines and Carriages passing on the said Railway from the View of Horses, Passengers, and others using or passing along the said Turnpike Road; and that such Walls shall be made and completed before the said Railway shall be used for the Purpose of conveying Passengers, Merchandize, or any other general Purposes.

Company to keep in repair Bridge, &c. connected with the Surrey and Sussex Roads.

XIII. Provided also, and be it further enacted, That after the said Bridge over and across the said *Surrey* and *Sussex* Road, and the said Walls upon and on each Side and at each End of the said Bridge and Railway to the Extent aforesaid, shall have been made and constructed pursuant to the Directions of this Act, the said Company shall and they are hereby required at all Times thereafter to keep the said Bridge and Walls, and all Approaches and other Works belonging to such Bridge, in good and complete Repair, to the Satisfaction of the Surveyor or Surveyors for the Time being to the Trustees of the said *Surrey* and *Sussex* Roads; and in case of any Want of Repair to the said Bridge and Walls and Approaches, and other Works, or any of them, and Notice thereof be given to the said Company by or on behalf of the said Trustees of the said Turnpike Road, if the said Company shall not for the Space of Three Days after the Service of such Notice commence such Repair, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Trustees of the said Turnpike Road to proceed to repair and make good the same, causing as little Obstruction to the said Railway in the Progress of such Repairs as may be; and all the Costs, Charges, and Expences incurred by the said Trustees shall be paid, on Demand by the said Company, or in failure of Payment for Twenty-one Days after such Demand, the same may be recovered by the said Trustees from the said Company, with full Costs of Suit, by Action of Debt or on the Case, in any of Her Majesty's Courts of Record at *Westminster*, or by Levy in the Nature of Distress upon all or any Part of the Lands, Goods, and Effects of the said Company.

Repealing Clause in 7 W. 4. & 1 Vict. c. 119., relating to Transfer of a Portion of the Line of the London and Brighton Railway to

XIV. And whereas by the Act thirdly herein-before recited it was among other things enacted, that if the South-eastern Railway Company, within Two Years next after the passing of the said Act, or before the End of the Session of Parliament next after the Expiration of the said Period of Two Years, should be authorized to divert their Railway so that the same should form a Junction with the *London* and *Brighton* Railway thereby authorized to be made at any Point upon or to the Northward of *Earlswood Common* aforesaid, then and in

the South-eastern Railway Company.

in such Case it should be lawful for the *London* and *Brighton* Railway Company, and they were thereby required, upon the Requisition of the South-eastern Railway Company in Writing under their Common Seal, to be addressed and delivered in manner therein prescribed, on or before the First Day of *December* next after the said South-eastern Railway Company should be authorized to effect such Diversion, to sell, transfer, and relinquish respectively to the last-mentioned Company so much of the said *London* and *Brighton* Railway thereby authorized to be made, and of all Works, Stations, Lands, Spoil, Banks, and Hereditaments belonging thereto or connected therewith, or purchased, acquired, or held for the Purposes thereof, as should be at or to the Northward of the Point at which the Junction of the said South-eastern Railway with the said *London* and *Brighton* Railway should be so authorized to be made, together with all Powers, Authorities, Rights, and Privileges thereby created for making and maintaining so much of the said *London* and *Brighton* Railway as was thereby required to be sold or transferred, so that the same might thenceforth form a Part of the South-eastern Railway, and not of the *London* and *Brighton* Railway; and it was thereby declared, that the Consideration of such Sale and Transfer should be the Repayment by the said South-eastern Railway Company to the said *London* and *Brighton* Railway Company of all such Monies, Costs, and Expences as the last-mentioned Company should have expended in or about the Purchase, Construction, or Maintenance of the Hereditaments or Works which should be the Subject of such Sale or Transfer, together with Interest computed on the Amount of all such Expenditure at the Rate of Five Pounds *per Centum per Annum* from the Time or respective Times of the actual Payment or Application thereof up to the Day of such Repayment: And whereas the South-eastern Railway, when diverted according to the Authorities created by this Act, will form a Junction with the *London* and *Brighton* Railway at a Point to the Northward of *Earlswood Common* aforesaid; but both the said Companies are desirous and it is expedient that the lastly-recited Enactments should be repealed, and that the Enactments herein-after made should be substituted in lieu thereof; be it therefore enacted, That all the Provisions of the thirdly herein-before recited Act which provide for or relate to the Sale, Transfer, or Relinquishment of any Portion of the *London* and *Brighton* Railway to the South-eastern Railway Company shall be and the same are hereby repealed.

South-eastern Railway Company empowered to purchase a Portion of the London and Brighton Railway.

XV. And be it further enacted, That it shall be lawful for the South-eastern Railway Company to purchase and take from the *London* and *Brighton* Railway Company, and for the latter Company to sell and transfer to the former, upon the Terms and subject to the Provisions and Restrictions herein-after contained, one Moiety, to be ascertained by exact longitudinal Measurement, and which shall be nearest to the Point of Junction hereby authorized to be made of the South-eastern Railway with the *London* and *Brighton* Railway, or such other Part as shall be determined upon for this Purpose by any Agreement of both the said Companies under their Common Seals, of all that Portion of the *London* and *Brighton* Railway which lies or will lie between the Point of Junction hereby authorized

authorized to be made thereof with the South-eastern Railway and the Point of Junction of the said *London* and *Brighton* Railway with the *London* and *Croydon* Railway, and all Stations, Works, Lands, and Constructions which shall be situate on or parallel to, or shall belong to, or have been or shall be purchased, acquired, or held for the Purposes of the Portion of Railway which shall be the Subject of such Purchase; provided that the South-eastern Railway Company shall declare their Option to make such Purchase by a Notice in Writing under their Common Seal addressed to the *London* and *Brighton* Railway Company, and delivered to the Secretary or some Director of the last-mentioned Company, or left at their principal Office in or near *London*, on or before the First Day of *December* next after the passing of this Act, (in which Notice it shall be sufficient to state that the South-eastern Railway Company intend to purchase the Portion of the *London* and *Brighton* Railway which they are by this Act empowered to purchase,) unless the *London* and *Brighton* Railway Company shall by Writing under their Common Seal agree to dispense with such Notice, or waive the Delivery thereof; but that notwithstanding such intended Purchase the *London* and *Brighton* Railway Company (who are already engaged in and have contracted for large Works for the Execution of the Line between the before-mentioned Points of Junction) shall execute and complete the whole of the Line between the same Points of Junction, and all Works incidental to the making and Completion of the same Line, and shall be at liberty, for the Purposes thereof, to carry into effect such subsisting or future Contracts for the Purchase of Lands and the Execution of Works, or otherwise relating to the Premises, as they shall think necessary or expedient, without the Interference in any way whatsoever of the South-eastern Railway Company.

Regulating the Consideration to such Purchase.

XVI. And be it further enacted, That the Consideration to be paid by the South-eastern Railway Company to the *London* and *Brighton* Railway Company for such Purchase as aforesaid shall be one Moiety of the total Amount expended and which shall have been expended by the *London* and *Brighton* Railway Company in or about the Purchase and Construction of the whole of their Railway, Lands, and Works lying between the before-mentioned Points of Junction, and the Maintenance thereof until the same shall be opened for public Traffic, with Interest calculated on the same Moiety at the Rate of Five Pounds *per Centum per Annum* from the respective Times at which such Expenditure shall have been made up to the Day preceding that on which the said Consideration shall be paid.

As to Time of Payment.

XVII. And be it further enacted, That the South-eastern Railway Company shall be at liberty to pay such Consideration as aforesaid to the *London* and *Brighton* Railway Company upon or at any Time after the opening of the Line between the before-mentioned Points of Junction for public Traffic, but not previously thereto; and that the South-eastern Railway Company shall cause a Notice, under their Common Seal, of the Time at which they shall make such Payment, to be given by the Space of Two Calendar Months at the least

previously to the *London* and *Brighton* Railway Company, by the Delivery of such Notice to their Secretary or to some Director thereof, or by leaving the same at their principal Office in or near *London*, but that the said Companies shall be at liberty, by Agreements under both their Common Seals, to vary the Consideration to be paid for such Purchase, or the Time or Mode or Terms at, in, or upon which the same shall be payable.

Upon Payment, the Portion authorized to be purchased by the South-eastern Railway Company to vest in them.

XVIII. And be it further enacted, That upon the Payment or Tender by the South-eastern Railway Company to the *London* and *Brighton* Railway Company of such Consideration Money as aforesaid, at the principal Office of the last-mentioned Company in or near *London*, or at such other Place or Places as shall be agreed between the Companies, at the Expiration of the Notice which shall have been given of its intended Payment, or at such Time or Times as shall be otherwise appointed by the Agreement of the Companies for the Payment thereof, all the said Moiety of the Portion of the *London* and *Brighton* Railway which lies between such Points of Junction as aforesaid, or all such other Part of the same Portion as shall be purchased under the Authority of the foregoing Provisions, and all Lands, Buildings, Stations, and Works which shall have been purchased, acquired, constructed, executed, or held by the *London* and *Brighton* Railway Company for the Purposes of the same Moiety or last-mentioned Part, and situate on or parallel to the same, and all Rights, Privileges, and Titles of the *London* and *Brighton* Railway Company to or for or relating to the Ownership, Use, or Management thereof, and all Tolls, Profits, and Emoluments thenceforth to arise therefrom, shall vest by virtue of this Act absolutely and in Severalty in the South-eastern Railway Company, as fully and amply, and subject to the same Provisions and Authorities, as if the same Moiety or other Part had been originally a Part of the South-eastern Railway constituted by the Acts relating thereto, subject nevertheless to any such Agreement between the said Companies as herein-after authorized or referred to.

The London and Brighton Railway Company to execute a Release.

XIX. And be it enacted, That the Purchase hereby authorized to be made shall be complete upon such Payment or Tender as aforesaid, and that the *London* and *Brighton* Railway Company shall thereupon execute under their Common Seal, at the Request and Costs of the South-eastern Railway Company, a full Release to the last-mentioned Company of such Consideration, and of all Claims in respect thereof, but that until the Consideration Money payable by the South-eastern Railway Company to the *London* and *Brighton* Railway Company, according to the foregoing Enactments, shall be paid or tendered as aforesaid, or invested, if Occasion shall be, in manner herein-after directed, the last-mentioned Company shall retain the whole of their Line, and shall be entitled to the whole Tolls, Profits, and Emoluments arising therefrom, subject to no Account with the South-eastern Railway Company in respect of any such Tolls, Profits, or Emoluments, except that the Costs of repairing the current Wear and Tear of the aforesaid Portion of the said Railway, and of the Buildings and Constructions connected with such Portion, after the opening thereof for public

Traffic, shall in the first place be paid out of the Tolls, Profits, and Emoluments arising therefrom.

Separate Accounts to be kept of the Expences of making the Portion of Line authorized to be purchased.

XX. And in order that the Consideration Money to be eventually paid by the South-eastern Railway Company to the *London* and *Brighton* Railway Company may be more easily ascertained, be it further enacted, That all the Works of the *London* and *Brighton* Railway Company between the aforesaid Points of Junction shall be executed, as far as may be without Prejudice to any now subsisting Contracts or Engagements of the same Company, under distinct Contracts, and all future Purchases for the Purposes of that Portion of the Line of the *London* and *Brighton* Railway which is between the same Points shall also, so far as practicable, be separately made; and separate and full Accounts shall be made and kept, with proper Vouchers, of all Payments and Expences whatsoever relating thereto, and which shall be included in any Account upon which such Consideration as aforesaid shall be claimed or ascertained, and of the Dates of all such Payments; and that the *London* and *Brighton* Railway Company shall, by the Space of One Calendar Month at the least before the Time at which the said Consideration Money shall be payable according to any such Notice as aforesaid, or by the Agreement of the Parties, deliver to the South-eastern Railway Company at their principal Office a full Statement, verified by the statutory Declaration of the principal Secretary or Clerk to the said *London* and *Brighton* Railway Company, according to his Knowledge or Belief, of the Amount of Consideration claimed by the *London* and *Brighton* Railway Company, and of the Particulars of such Claim, and of the Accounts upon which the same shall be founded, and shall also, upon the Requisition of the South-eastern Railway Company, or their authorized Agent or Agents for this Purpose, produce all proper Vouchers and Proofs in support of such Claim or any Particulars thereof, and permit such Vouchers and Proofs to be fully examined, and any Abstracts or Copies of the same Vouchers and Proofs, or any of them, to be taken for the Satisfaction of the same Company, and which said Vouchers and Proofs shall be sufficient Evidence of the Payment of the Money in such Vouchers and Proofs expressed to be paid: Provided always, that if any Difference or Dispute shall arise between the Companies as to what Portion of the Monies paid by the *London* and *Brighton* Railway Company in respect of the Stations, Works, and other Things as aforesaid, upon a certain Contract entered into by the *London* and *Brighton* Railway Company (No. 5.), and let to Messieurs *Treadwell*, commencing at the South End of the *Merstham* Tunnel, and terminating at a Fence separating the Fields Numbers 17 and 19, in the Parish of *Horley*, is repayable to the *London* and *Brighton* Railway Company as aforesaid, the Subject of every such Dispute and Difference shall be referred, upon the Requisition of the Directors of either of the said Companies, to Arbitration in manner herein-after directed.

If Purchase Money to be paid by the South-eastern Railway Company is

XXI. And be it further enacted, That if any Difference or Dispute shall remain unsettled beyond the Time at which the Notice of the Intention of the South-eastern Railway Company to make such Payment as aforesaid shall expire, or beyond the Time which shall have

not settled within a given Time, same to be invested.

have been agreed upon by the Companies for the same Purpose, it shall be lawful for the same Company to invest in the Purchase of Three *per Cent.* Consolidated Bank Annuities the Amount which shall be claimed by the *London* and *Brighton* Railway Company for such Compensation as aforesaid, or which the Arbitrators to be appointed as herein-after mentioned, or their Umpire, shall, while any Reference to them or him shall be pending, direct to be for this Purpose so invested, in the Names of Four Trustees, of whom Two shall be appointed by the Directors of each Company, or upon the Refusal or Omission of the Directors of either Company to make such Appointment within Seven Days after the written Requisition for this Purpose of the Directors of the other Company, then of Four Trustees to be appointed wholly by such last-mentioned Directors, and which Trustees shall or may from Time to Time be renewed by the Parties by whom they are hereby authorized to be originally appointed, if and as Occasion shall be, in order to await the Issue or Determination of such Difference or Dispute, and to be then disposed of according to such Determination, the Investment of so much of the said Amount as shall be ultimately found to have been due to the *London* and *Brighton* Railway Company being considered to have been made on account of and to be immediately upon such Determination transferred, with all Dividends arising in respect thereof, to the same Company; and from and after such Investment the South-eastern Railway Company shall have all the same Rights, Benefits, and Interests as are herein-before eventually vested in them upon the Payment or Tender of such Consideration as aforesaid at the Expiration of their Notice of Purchase; and they shall be at liberty accordingly to enter upon and take immediate Possession of the Portion of Railway, Lands, Works, and Hereditaments which shall be the Subject of their Purchase, and into the Receipt of the Rates, Tolls, Profits, and Emoluments arising therefrom, as if the Consideration Money for the same had been actually paid to the *London* and *Brighton* Railway Company; and if the Settlement of the said Consideration shall be prevented by the Default of the *London* and *Brighton* Railway Company in rendering or verifying such Accounts as aforesaid in manner aforesaid, then the said Company, from and after the Time at which the said Consideration would otherwise be payable, shall be Trustees for the South-eastern Railway Company of the Portion of Railway, Hereditaments, and Premises which they shall be entitled to purchase, until the Completion of such Purchase by the Payment or Tender of the Consideration ultimately ascertained to be payable for the same, subject only to a Lien thereon, in favour of the said *London* and *Brighton* Railway Company, for the Consideration to be so eventually payable for the same.

Regulating Use of Line by the Two Companies.

XXII. And be it further enacted, That from and after the Transfer to the South-eastern Railway Company of the said Moiety, or other Part which shall be transferred to them under the Authority hereof, of the Line of the *London* and *Brighton* Railway between such Points of Junction as aforesaid, it shall be lawful for the said Two Companies from Time to Time to carry into effect any Agreements between them respecting the Use by them respectively of the said Line lying between the said Two Points of Junction, and the Proportion

portion or Manner in which they shall respectively be entitled to the Tolls arising from the same Line, or either Moiety or separate Part thereof, and to receive and recover such Tolls, or to remit the same respectively as between themselves, according to any such Agreement, without Prejudice to the Tolls or Rates which they respectively are or shall or would be authorized to receive from any other Parties in the Absence of any such Agreement; provided always, that it shall not be lawful for either of the said Companies to demand or take from the Public using so much of the said Line as may belong to the said Companies respectively any greater Toll or Sum than they are by their Acts respectively authorized to take on other Parts of their respective Lines; and all Clauses and Provisions in the Acts relating to the South-eastern Railway Company with respect to the free Use by the Public of the said South-eastern Railway, and the Tolls to be taken from them for the Use of the same, shall apply to the Use by the Public of the said Portion of Line to be purchased by the said South-eastern Railway Company; and all Clauses and Provisions in the Act relating to the *London* and *Brighton* Railway with respect to the free Use by the Public of the said last-mentioned Railway, and the Tolls to be taken from them for the Use thereof, shall apply to the Use by the Public of so much of the said Line lying between the said Two Points of Junction as shall belong to the said *London* and *Brighton* Railway Company.

For the Arbitration of Disputes.

XXIII. And be it further enacted, That if any Dispute shall hereafter arise between the said Two Companies touching the Purchase, Transfer, Use, or Maintenance of any Portion of the said Line lying between the *London* and *Croydon* Railway and the Point of Junction of the *London* and *Brighton* Railway with the said South-eastern Railway, or touching any Agreement between the said Companies relating to the said Portion of Line, such Dispute shall be referred to the Arbitration of Two indifferent Persons, of whom One shall be named in Writing by each Company within Fourteen Days after they or the Directors thereof shall have been required so to do by the Directors of the other Company, or of the Umpire to be appointed by and between such Arbitrators; and that no Arbitrator shall be disqualified by reason of his being employed as an Engineer by either of the said Companies; and in case either of the said Companies shall neglect or refuse to name an Arbitrator for the Space of Fourteen Days after being required so to do by the Directors of the other of the said Companies, then such other Company, without Prejudice to their Right of enforcing such Nomination, shall have Power also, if they shall think fit, to nominate a second Arbitrator also on the Part of the Company whose Directors shall make such Default; and the Award in Writing of such Arbitrators, or of their Umpire, upon their Disagreement touching the Matters referred to them or him, shall be final and conclusive upon and shall be performed by both the said Companies; and in case any Arbitrator appointed by either Company shall die, or refuse or neglect or become incapable of acting as Arbitrator as aforesaid, before the Matters referred shall be determined, the said Company whose Arbitrator shall have died, or refused or neglected to act or become incapable of acting as aforesaid, shall, within Fourteen Days thereafter, or after being required so to do by

by the Directors of the other Company, appoint some other Person to be an Arbitrator in the Place or Stead of the Arbitrator so dying, or refusing or neglecting to act or becoming incapable of acting as aforesaid, who, as to such Matters and Things as shall not at the Time of his Appointment be actually determined or referred to an Umpire, shall have the same Powers and Authorities as were vested in the Arbitrator in or to whose Place he shall have come or succeeded; and in case any Umpire appointed as aforesaid shall die, refuse, neglect, or become incapable to act, before the Duties of his Appointment shall have been discharged, then and in every such Case another Umpire in his Place shall be forthwith appointed by the Arbitrators for the Time being, and shall have the same Authority as if originally appointed an Umpire for the Purposes hereof: Provided always, that any Arbitrators to be appointed under the Provisions herein-before contained, or their Umpire, shall have Power to call for the Production of any Books, Papers, Deeds, Writings, or Accounts which they or he shall think necessary for determining the Question in dispute; and the Award of any such Arbitrators or Umpire as aforesaid, and any Award to be made under the Authority of this Act, shall or may be enforced in the same Manner as if made under a Submission to Arbitration between the Two Companies made a Rule of Her Majesty's Court of Queen's Bench at *Westminster*, in addition to any other Means or Remedies available to the Parties interested therein.

Repeal of Clause in first-recited Act relating to Limitation of Actions.

XXIV. And whereas by the said first-recited Act it is enacted, that no Action, Suit, or Information, nor any other Proceeding of what Nature soever, shall be brought, commenced, or prosecuted against any Person for any thing done or omitted to be done in pursuance of that Act, or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under that Act, unless Twenty Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding to the intended Defendant, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Six Calendar Months next after the Act committed, or in case there shall be a Continuation of Damage then within Six Calendar Months next after the doing or committing such Damage shall have ceased, nor unless such Action, Suit, or Information shall be laid and brought in the County or Place where the Matter in dispute or Cause of Action shall arise; and the Defendant in such Action, Suit, Information, or other Proceeding may plead the General Issue, and give the said Act now in recital and the special Matter in Evidence, at any Trial to be had thereupon, and that the Acts were done or omitted to be done in pursuance of or by the Authority of that Act; and if they shall appear to have been so done, or to have been so omitted to be done, or if it shall appear that such Action, Suit, Information, or other Proceeding shall have been brought otherwise than as before directed, then and in every such Case the Jury shall find for the Defendant; upon which Verdict, or if the Plaintiff shall become nonsuited, or shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding after the Defendant shall have appeared thereto, or if a Verdict shall pass against the Plaintiff therein, or if upon Demurrer or otherwise Judgment shall be

given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases: And whereas it is expedient that the said recited Enactment should be repealed; be it therefore enacted, That the same shall be and the same is accordingly hereby repealed: Provided always, that the said Repeal shall not affect the Proceedings in any Action, Suit, or Information which may be pending at the Time of the passing of this Act.

Not to affect pending Suits.

XXV. And be it further enacted, That all the Costs, Charges, and Expences of obtaining and passing of this Act, and of making the Surveys, Plans, and Estimates, and all other Costs Charges, and Expences in any way incident thereto, shall be paid and defrayed by the South-eastern Railway Company out of the Money already raised and received or out of the first Money to be raised or received by virtue of the said recited Acts relating to the said South-eastern Railway, or by this Act, in preference to any other Payment whatever.

For defraying Expences of the Act.

XXVI. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

Public Act.

The

The SCHEDULE to which the foregoing Act refers.

No on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
		COUNTY OF KENT.		
		Parish of Chiddingstone.		
4 *a*	Orchard - -	Henry Streatfeild, Esquire.	- - -	Henry Mitchell.
13 *a*	Cottage, Outhouse, Garden, and Orchard.	John Perkins, Esquire.	- - -	John Gasson, underlet to William Ashdown.
14 *a*	Farmhouse, Garden, and Outbuildings.	Ditto - -	- - -	John Gasson.
15 *a*	Stack-yard - -	Ditto - -	- - -	Ditto.
16 *a*	Barn and Farmyard -	Ditto - -	- - -	Ditto.
17 *a*	Cart-shed - -	Ditto - -	- - -	Ditto.
19 *a*	Garden inclosed off the Waste.	Henry Streatfeild, Esquire, Mary Dell, Joseph Dell.	- - -	William Wickenden.
20 *a*	Ditto - -	Ditto -	- - -	Thomas Parker.
22 *a*	Barn, Farmyard, Stack-plat, and Pond.	Ditto - -	- - -	Henry Mitchell.
23 *a*	Gardens - -	Ditto - -	- - -	Ditto.
24 *a*	Farmhouse, Oasthouse, and Outbuildings.	Ditto - -	- - -	Ditto.
26 *a*	House, Garden, and Wood-shed.	Mary Dell, Joseph Dell	- - -	Thomas Smith.
26 *b*	Blacksmith's Shop and Garden attached.	Thomas Smith -	- - -	Ditto.
26 *c*	Garden on East of Shop.	Ditto - -	- - -	Ditto.
28 *a*	Cottage and Garden, with Well in it.	Ditto - -	- - -	William Wickenden.
29 *a*	Cottage - -	William Moyce -	- - -	Thomas Parker.
29 *b*	Garden - -	Henry Streatfeild, Esquire, Mary Dell, Joseph Deil.	- - -	Thomas Parker.
30 *a*	Old Barn, Shed, and Yard.	Mary Dell, Joseph Dell.	- - -	John Gasson.
31 *a*	Orchard - -	Ditto - -	- - -	Ditto.
32 *a*	Cottage and Garden -	David Aynscomb, Sarah Aynscomb, William Walls, Dr. William Boorer.	- - -	Edward Aylward.
33 *a*	Garden, Orchard, and Pig-house.	Ditto - -	- - -	John Aynscomb.
34 *a*	House, Garden, Yard, and Wood-shed.	Ditto - -	- - -	William Aynscomb, John Aynscomb

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
35 *a*	Meadow and Orchard	David Aynscomb, Sarah Aynscomb, William Walls, Doctor William Boorer.	- - -	John Aynscomb.
39 *a*	Orchard - -	Henry Leigh -	- - -	Richard Leigh.
40 *a*	Garden - -	Ditto - -	- - -	Ditto.
41 *a*	House, Butcher's Shop, Slaughterhouse, and Gardens.	Ditto - -	- - -	Ditto.
42 *a*	Orchard - -	Thomas Nightingale -	- - -	In hand.
43 *a*	Small Orchard and Pighouse.	Henry Leigh -	- - -	Richard Leigh.
44 *a*	Barn, Pond, and Yard in front.	Thomas Nightingale -	- - -	In hand.
45 *a*	Farmyard and Outbuildings.	Ditto - -	- - -	Ditto.
46 *a*	Dwelling House and Garden.	Ditto - -	- - -	Ditto.
47 *a*	Orchard and Oasthouse.	Ditto - -	- - -	Ditto.
48 *b*	Long Slip of Garden -	Ditto - -	- - -	Ditto.
49 *a*	Private Road to Slater's Farm.	Ditto - -	- - -	Ditto.
51 *a*	Union Poorhouse and uncultivated Ground.	John Peter Fearon -	- - -	William Young.
58 *a*	Garden and Orchard -	Henry Stratfeild, Esquire	- - -	Dennis Marchant.
59 *a*	Small Farmhouse, Barn-yards, and Fowl-house.	Ditto - -	- - -	Ditto.
60 *b*	Private Road to the Farm.	Ditto - -	- - -	Ditto.
62 *c*	Cowhouse, Stable, and Yard.	Ditto - -	- - -	Ditto.
69 *a*	Barn, Cart-shed, Stable, Yard, and Orchard.	John Wells - -	- - -	Michael Collins.
73 *a*	Dwelling House and Garden.	Ditto - -	- - -	Ditto.

Parish of Hever.

22 *a*	Orchard - -	J Gibbons -	- - -	Jane Gunner.
33 *a*	Barn Cow-house, Stable, and Stack-yard.	Ditto - -	- - -	Ditto.
24 *a*	House, Woodhouse, and Garden.	Ditto - -	- - -	Ditto.

Parish of Brasted.

11 *b*	Barn, Cart-house, and Yard.	John Williams and Samuel Williams.	- - -	George Bookham.
12 *a*	Stack-yard and Pond	Ditto - -	- - -	Ditto.
13 *a*	Cottage and Garden -	Ditto - -	- - -	Ditto, underlet to James Bookham.
27 *a*	Wood-house, Pond, Chicken-house, and Garden.	John Pocock -	- - -	David Aynscomb.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
28 *a*	Beer Shop and Barn under One Roof, with Outbuildings and Yard.	John Pocock - -	- - -	David Aynscomb.
35 *a*	Hop Ground and Market Garden.	Ditto - -	- - -	Ditto.
36 *a*	Orchard - -	Ditto - -	- - -	Ditto.
	Parish of Edenbridge.			
12 *a*	Meadow, Shaw, and Oak Clump.	John Williams, Samuel Williams.	- - -	Daniel Goodwin.
21 *a*	Cart-lodge and Stack-yard, Cowhouse, Woodhouse, Barn, and Farm-yard, and Outbuildings.	Henry Streatfeild -	- - -	Thomas Gunner.
22 *a*	Orchard - -	Ditto - -	- - -	Ditto.
23 *a*	Dwelling House and Garden.	Ditto - - -	- - -	Ditto.
40 *a*	Orchard - - -	John Williams, Samuel Williams.	- - -	Daniel Goodwin.
41 *a*	Orchard and Garden	Ditto - -	- - -	Ditto.
42 *a*	House and Garden -	Ditto - -	- - -	Ditto, underlet to Henry Baker and Thomas Nightingale.
	Barns, Stables, and Cart-shed, Henhouse, Farmyard, and Outbuildings.	Ditto - - -	- - -	Daniel Goodwin.
45 *a*	Stack-yard - -	Ditto - -	- - -	Ditto.
52 *a*	Orchard - - -	Henry Streatfeild, Esquire.	- - -	William Searle.
53 *a*	Ditto - -	Ditto - -	- - -	Ditto.
54 *a*	Cottage and Garden -	Ditto - -	- - -	Ditto, underlet to William Harden.
55 *a*	Ditto - -	Ditto - -	- - -	William Searle, underlet to John Withers.
56 *a*	House, Woodhouse, and Garden.	Ditto - - -	- - -	William Searle, underlet to Edward Jenner.
68 *a*	Barn, Cattle Sheds, Straw, and Stack-yard.	Ditto - - -	- - -	William Searle.
76 *a*	Limekiln, Shaw, and large Pond in Pit.	Ditto - -	- - -	Ditto.
98	Barns, Stabling, Cart-sheds, Outbuildings, Farm and Stack Yards.	James Holmden -	- - -	In hand.
106	Cottage and Garden -	Ditto - -	- - -	William Sales.
107	Pasture, with Limekiln and Pond.	Ditto - -	- - -	In hand.
108	Two Barns, Cart, and Cattle Sheds, Farmyards and Outbuildings.	Ann Killick, Widow -	- - -	In hand.
109	Cottage, detached Wash-house, and Garden.	Ditto - -	- - -	Margaret Glover.
110	Two Cottages, with Garden to each.	Ditto - -	- - -	John Jeal, Jeffery. Simpson

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
134	Barn and Stack-yard	Ann Killick - -	- - -	In hand.
136	Cottage and Garden -	Ditto - -	- - -	Samuel Piper.
150	Orchard - - -	Edward Kelsey - -	- - -	Thomas Mills.
152	Barn, Sheds, and Yards.	Ditto - -	- - -	Ditto.
153	House, Gardens, Barn, Granary, Farm and Stack Yards, and Outbuildings.	Ditto - -	- - -	Ditto.
164	Cottage and Garden	Edward Kelsey -	- - -	Thomas Mills, underlet to Henry Hoath.
	Barn, Shed, and Yard	- - -	- - -	Thomas Mills.

COUNTY OF SURREY.

Parish of Lympsfield.

146	Part of Garden - -	Benedict John Angell Angell.	- - -	Hopewell Budd.
147	Part of Stack-yard -	Ditto - -	- - -	Ditto.

Parish of Crowhurst.

4	Barn, Stable, Chaise-house, Cattle Sheds, and Farm-yard.	Benedict John Angell Angell.	- - -	Hopewell Budd.
5	Dwelling House, SteamEngineHouse Outhouses, Farm-yard, and Part of Stack-yard.	Ditto - -	- - -	Ditto.
6	Part of Garden - -	Ditto - - -	- - -	Ditto.
18	Meadow and Calf-shed	William Levison Gower junior.	George Steer. -	George Steer.
36	Dam or Weir, with Building over the Sluices.	Robert Kelsey - -	James Hoath - -	James Hoath.
78	Meadow and Cart-shed and Pond.	George Rush - -	- - -	Thomas Coomber.
86	Arable, and Limekiln in West Corner, and Occupation Road.	Ditto - -	- - -	Ditto.
100	Pasture, with old Limekiln in North-west Corner.	George Rush - -	- - -	John Marchant.
106	Barn, Cattle Shed, and Straw-yard.	Ditto - -	- - -	Ditto.

Parish of Tandridge.

112	Orchard - - -	Edward Walls -	- - -	In hand.
120	Garden - - -	Ditto - -	- - -	Richard Divall.
120	Cottage and Garden -	Ditto - -	- - -	John Burley.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
121	Two Cottages under One Roof, Pig and Wood House, Stack-yard, and Garden.	Edward Wall - -	- - -	In hand. Richard Divall.
122	Barn, Stable, Stack-yard, and Garden.	Ditto - -	- - -	In hand.
135	Orchard - - -	Thomas Steer - -	- - -	Ditto.
136	House and Garden -	Ditto - -	- - -	Ditto.
137	Barn, Stable, Shed, Pond, and Stack-yard.	Ditto - -	- - -	Ditto.
138	Small Orchard - -	Ditto - -	- - -	Edward Bish.
139	House and Garden -	SamuelFarmer,Esquire	- - -	William Peters.
140	Slip of Garden and Wood-yard.	Ditto - -	- - -	Ditto.
	Road - - -	- - -	- - -	In hand.
146	Three Cottages under One Roof and Gardens.	Thomas Steer - -	- - -	Edward Bish, James Dalton, William Buckland.
147	Garden - - -	Ditto - - -	- - -	William Buckland.
38	Orchard - -	Ditto - -	- - -	In hand.

Parish of Bletchingley.

116	Orchard - -	Sir William R Clayton, Baronet.	John Kerman and Joshua Melson.	John Kerman and Joshua Melson.
117	Garden - -	Ditto - -	Ditto - -	Ditto.
118	Barn and Farm-yard	Ditto - -	Ditto - -	Ditto.
119	Cattle Shed, Cart Lodge, Hay Barn, Granary, and Straw Yards.	Ditto - -	Ditto - -	Ditto.
120	Yards and Cart-shed	Ditto - -	Ditto - -	Ditto.
140	Stack-yard and Garden	Ditto - -	Henry Bryant -	Henry Bryant.
143	House and Garden -	Ditto - -	Ditto - -	Ditto.
145	Cattle and Cart-sheds, Outbuildings, and Farm-yard.	Ditto - -	Ditto - -	Ditto.
164	Green Plat - -	Martin Agate - -	- - -	In hand.
165	Cottage and Garden -	Ditto - -	- - -	William Burt.
166	Orchard - -	Ditto - -	- - -	In hand.
170	Barn, Cattle Shed, and Stable.	Ditto - -	- - -	Ditto.
190	Cottage and Garden -	Representatives of the late George Meriton, and Thomas Armitage, or James Stacey.	James Stacey	Stephen Bushford.
192	Old Orchard - -	Ditto - -	Ditto -	James Stacey.
206	Meadow, with Penstock in South-west Corner.	William Clement -	- - -	In hand.

Parish of Nutfield.

37	Barn, Cattle Sheds, and Farm-yards.	William Clement -	- - -	In hand.
38	Plat, with Oaks and Farm-yard.	Ditto - -	- - -	Ditto.
61	Barn, Cattle Sheds, and Yard.	John Perkins - -	- - -	In hand.

No on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
69	Pasture and Orchard	Saint John's College, Oxford.	James Dives - -	James Dives
77	Barns and Stack-yards	Elizabeth Russell for Life, William Allingham, and Joseph Nash senior, Trustees.	Ditto - -	Ditto.
		Parish of Reigate.		
13	Garden - -	John Budgen - -	- - -	In hand.
15	House, Gardens, Sheds, and Wood-yard.	Ditto - -	- - -	Ditto.
16	Barns, Cart and Cattle Sheds, Stables, Road, Yards, and Outbuildings.	Ditto - -	- - -	Ditto.
17	Orchard - -	Ditto - -	- - -	Ditto.
20	Orchard - -	Mrs. Cooke - -	Richard Steer -	Richard Steer.
21	Barn, Cattle Shed, and Yard.	Ditto - -	Ditto - -	Ditto.
23	Slip of Orchard -	Ditto - -	Richard Steer -	Richard Steer.
29	Cattle Shed and Stack-yard.	Earl Somers - -	William Clutton, - Robert Clutton.	William Clutton and Robert Clutton.
30	Barns, Sheds, and Yard.	Ditto -	Ditto - -	Ditto.
32	Rough Pasture and Underwood.	London and Brighton Railway Company, Jedediah Stephens Tucker, John Jervis Tucker, Benj. Wadham Tucker, and Thomas Tyrwhitt Tucker, Ann Tucker, Rachael Lyne Lee, Jane Lyne Tucker.	Thomas Burt -	Joseph Coulstock.
42	Hooley-house, Lawn, Gardens, Orchard, Coach Road, and Plantations.	Ditto - -	- - -	Unoccupied.
43	Road to Buildings and Stable.	Ditto - -	Ditto - -	Thomas Burt and William Burt.
44	Garden - -	Ditto - -	- - -	Unoccupied.
46	Coach-house, Stables, Brewhouse, Cart-house, Barns, Granary, Yards, and Sheds.	Ditto - -	Ditto of Part -	Ditto and Part unoccupied.
46*a*	Dwelling House and Garden.	London and Brighton Railway Company, or Jedediah Stephens Tucker, John Jervis Tucker, Benjamin Wadham Tucker, and Thomas Tyrwhitt Tucker, Ann Tucker, Rachael Lyne Lee, Jane Lyne Tucker.	Thomas Burt and James Gillam.	James Gillam.
48	Tanyards, and Buildings.	Ditto - -	Ditto - -	Ditto.

No. on Plan.	Description of Property.	Owner or reputed Owner.	Lessee.	Occupiers.
49	Orchard and Pasture -	London and Brighton Railway Company, or Jedediah Stephens Tucker, John Jervis Tucker, Benjamin Wadham Tucker, and Thomas Tyrwhitt Tucker, Ann Tucker, Rachael Lyne Lee, Jane Lyne Tucker.	Thomas Burt and James Gillam.	Jame Gillam.
50	Cottage and Garden -	Ditto - -	William Clarance -	James Hewitt.
57	House, Gardens, Stable, and Outbuildings.	Robert Dobie and Julia Ann his Wife, William Ward and Frances Ann his Wife, John Arch, James Phillips, Richard Phillips, Joseph Tickell, and Christiana Whiting, or London and Brighton Railway Company.	- - -	Ann Cussell.
58	Garden and Orchard -	Robert Dobie and Julia Ann his Wife, William Ward and Frances Ann his Wife, John Arch, James Phillips, Richard Phillips, Joseph Tickell, and Christiana Whiting, or London and Brighton Railway Company.	- - -	Ann Cussell.
59	Two Cottages and Gardens.	Ditto - -	- -	Ditto, underlet to Solomon Chandler and Edward Peat.
60	Deep Pit and Shaw -	Ditto - -	- - -	Ann Cussell.
61	Barn, Stables, Outbuildings, Farmyard, and Pond.	Ditto - -	- - -	Ditto.
62	Orchard and Pasture	Ditto - -	- - -	Ditto.
63	Road to the House and Farm.	Ditto - -	- - -	Ditto.

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