

ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

***

of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of all Lands and Houses to be taken compulsorily, have been deposited in the Month of *November* last with the Clerk of the Peace for the County of *Surrey* at his Office at *Lambeth*, with the Clerk of the Peace of the County of *Sussex* at his Office at *Lewes*, and with the Clerk of the Peace of the County of *Kent* at his Office at *Maidstone*; 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.

1. This Act may be cited for any Purpose whatever as "The *Surrey and Sussex Junction* Railway Act, 1867."

8 & 9 Vict. cc. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

2. The several Acts of Parliament following, (that is to say,) "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and Part I. relating to the Construction of a Railway, and Part III. relating to Working Agreements, of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpretation of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression "the Company" shall mean the Company incorporated by the recited Act, 1865; the Expressions "the Railway" and "the Undertaking" respectively shall mean the Railways and the Undertakings of the Company; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act, the recited Act, or any Act wholly or partially incorporated by the recited Act or other 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; the Expressions "the original Plans," "the original Sections," "the original Plans and Sections," "the original Books of Reference," shall mean the Plans, Sections, and Books of Reference respectively deposited for the Purposes of the recited Act with the Clerks of the Peace for *Surrey*, *Sussex*, and *Kent*, as in that Act mentioned, and with the Parish Clerks of the several Parishes affected; and the Distances given in Miles and Furlongs in the Descriptions in this Act are Distances marked on the said original Plans and original Sections from the Commencement of Railway No. 1. authorized by the recited Act, and the Numbers by which the several Properties, Roads,

Roads, and Footpaths are distinguished in such Descriptions are the same Numbers by which they are distinguished on the said original Plans.

Power to execute Works according to deposited Plans, &c.

4. Subject to the Provisions of this Act, the Company may make and maintain in the Line and according to the Levels shown on the Plans, Sections, and described in the Book of Reference deposited for the Purposes of this Act, the following Alterations on the said Railway No. 1., and the following Diversions, Alterations of Roads and Footpaths in connexion with the Construction of the said last-mentioned Railway, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the said Book of Reference as may be required for that Purpose. The Works authorized by this Act are as follows; (that is to say,)

(1.) The Company may make and maintain the following Portions of the said Railway No. 1. on Levels, and with Works differing from the Levels and Works authorized by the recited Act and the original Sections; (to wit,)

Alteration 1, commencing in *Coulsdon* Parish in *Surrey* at or near the Distance of Three Miles Two Furlongs, and terminating in *Warlingham* Parish in *Surrey* at or near the Distance of Four Miles Two Furlongs, and being wholly in those Two Parishes:

Alteration 2, commencing in *Warlingham* Parish in *Surrey* at or near the Distance of Four Miles Three Furlongs, and terminating in *Godstone* Parish in *Surrey* at or near the Distance of Six Miles Four Furlongs, and which Alteration is in the said Parishes of *Warlingham* and *Godstone* and the Parishes of *Chelsham* and *Caterham* in *Surrey*, or some of them:

Alteration 3, commencing in *Limpsfield* Parish in *Surrey* at or near the Distance of Twelve Miles Five Furlongs, and terminating in *Edenbridge* Parish in *Kent* at or near the Distance of Thirteen Miles Seven Furlongs, and being wholly in those Two Parishes:

Alteration 4, commencing in *Edenbridge* Parish in *Kent* at or near the Distance of Fourteen Miles Four Furlongs, and ending in *Brasted* Parish in *Kent* at or near the Distance of Fifteen Miles Two Furlongs, and being wholly in those Two Parishes:

Alteration 5, commencing in *Brasted* Parish in *Kent* at or near the Distance of Fifteen Miles Six Furlongs, and terminating in *Hever* Parish in *Kent* at or near the Distance of Sixteen Miles Two Furlongs, and being wholly in those Two Parishes:

Alteration 6, commencing at or near the Distance of Eighteen Miles One Furlong, and terminating at or near the Distance of Eighteen Miles Four Furlongs, and being wholly in *Cowden* Parish in *Kent*.

(2.) The Company may make and maintain the following Portions of the said Railway No. 1. on Gradients differing from the Gradients authorized

authorized by "the recited Act" and the original Sections; (to wit,)

Variation 1, commencing at or near the Distance of Eight Miles Four Furlongs, and terminating at or near the Distance of Nine Miles Two Furlongs, and wholly in *Oxtead* Parish in *Surrey*:

Variation 2, commencing at or near the Distance of Twenty-two Miles Three Furlongs, and terminating at the authorized Termination of the said Railway (No. 1.) at its Junction with the *East Grinstead, Groombridge, and Tunbridge Wells* Railway, and wholly in *Withyham* Parish in *Sussex*.

(3.) The Company may make and maintain the following Extensions of Tunnels by "the recited Act" authorized to be made on the said Railway (No. 1.) shown on the original Plans and Sections, and which Extensions will be in substitution for Cuttings shown on the original Sections in the Line of that Railway; (to wit,)

Extensions 1. and 2. An Extension at each End of the Tunnel authorized between the Distances of Two Miles Five Furlongs and Three Miles; the Northern Extension commencing at the Northern End of the said authorized Tunnel, and extending One hundred and ninety Yards or thereabouts to the Northward, and wholly in *Sanderstead* Parish in *Surrey*; and the Southern Extension commencing at the Southern End of the said authorized Tunnel, and extending Seventy Yards or thereabouts to the Southward, and wholly in *Coulsdon* Parish in *Surrey*:

Extensions 3. and 4. An Extension at each End of the Tunnel authorized between the Distances of Six Miles Six Furlongs and Eight Miles; the Northern Extension commencing at the Northern End of the said authorized Tunnel, and extending One hundred and ninety Yards or thereabouts to the Northward, and wholly in *Godstone* and *Woldingham* Parishes in *Surrey*; and the Southern Extension commencing at the Southern End of the said authorized Tunnel, and extending One hundred and seventy-six Yards or thereabouts to the Southward, and wholly in *Oxtead* Parish in *Surrey*:

Extensions 5. and 6. An Extension at each End of the Tunnel authorized between the Distances of Nine Miles Five Furlongs and Ten Miles; the Northern Extension commencing at the Northern End of the said authorized Tunnel, and extending One hundred Yards or thereabouts to the Northward, and the Southern Extension commencing at the Southern End of the said authorized Tunnel, and extending Fifty Yards or thereabouts to the Southward, and both wholly in *Oxtead* Parish in *Surrey*:

Extension 7. An Extension at the Northern End of the Tunnel authorized between the Distances of Seventeen Miles Two Furlongs and Eighteen Miles, commencing at the Northern End of the said authorized Tunnel, and extending One hundred and twenty-nine Yards or thereabouts to the Northward, and wholly in *Hever* Parish in *Kent*.

(4.) The

(4.) The Company may make and maintain Extensions of the authorized Viaduct shown on the original Sections between the Distances of Nine Miles Three Furlongs and Nine Miles Four Furlongs, one of such Extensions commencing at the Northern End of the said authorized Viaduct, and extending Thirty Yards or thereabouts to the Northward, and the other commencing at the Southern End of the said authorized Viaduct, and extending Thirty-two Yards or thereabouts to the Southward, and both of which Extensions will be wholly in *Oxtead* Parish in *Surrey*, and will be in substitution for authorized Embankments in the Line of the said Railway (No. 1).

(5.) The Company may make, for the Purposes of the said Railway (No. 1.) and in connexion therewith, the following Diversions of Roads and new Road, with Bridges or Arches for carrying the same under or over that Railway, and in substitution for any other Modes of dealing with those Roads authorized by the recited Act and the original Plans and Sections:

Diversion No. 1. A Diversion of the public Carriageroad (No. 11.) in *Godstone* Parish in *Surrey*, commencing in that Road at a Point One hundred and eighty-three Yards or thereabouts to the Northward of, and terminating in that Road at a Point One hundred and seven Yards or thereabouts to the Southward of, the Intersection of the Road by the centre Line of the said Railway (No. 1.) as shown on the original Plans, which Diversion will be wholly in *Godstone* Parish in *Surrey*:

Diversion No. 2. A Diversion of the public Carriageroad (No. 19.) in *Oxtead* Parish in *Surrey*, commencing in that Road at a Point One hundred and sixty-three Yards or thereabouts to the Northward of, and terminating in that Road at a Point Forty-three Yards or thereabouts to the Southward of, the Intersection of the Road by the said centre Line as shown on the original Plans, which Diversion will be wholly in *Oxtead* Parish in *Surrey*:

Diversion No. 3. A Diversion of the public Carriageroad (No. 22.) in *Oxtead* Parish in *Surrey*, commencing in that Road at a Point Two hundred and fourteen Yards or thereabouts to the South-eastward of, and terminating in that Road at a Point Seventeen Yards or thereabouts to the South-eastward of, the Intersection of the Road by the said centre Line as shown on the original Plans, which Diversion will be wholly in *Oxtead* Parish in *Surrey*:

Diversion No. 5. A Diversion of the public Carriageroad (No. 4.) in *Limpsfield* Parish in *Surrey*, commencing in that Road at a Point Twenty-six Yards or thereabouts to the Eastward of, and terminating in that Road at a Point One hundred and sixty-eight Yards or thereabouts to the Westward of, the Intersection of that Road by the said centre Line as shown on the

the original Plans, with a Bridge for carrying the diverted Road over the Railway, which Diversion and Bridge will be wholly in *Limpsfield* Parish in *Surrey*:

Diversion No. 6. A Diversion of the public Carriageroad (No. 55.) in *Limpsfield* Parish in *Surrey*, commencing in that Road at a Point One hundred and twenty-one Yards or thereabouts to the Eastward of, and terminating in that Road at a Point One hundred and fifty-one Yards or thereabouts to the Westward of, the Intersection of the Road by the said centre Line as shown on the original Plans, which Diversion will be wholly in *Limpsfield* Parish in *Surrey*:

Diversion No. 7. A Diversion of the public Carriageroad (No. 25.) in *Brasted* Parish in *Kent*, commencing in that Road at a Point Fifty-one Yards or thereabouts to the Eastward of, and terminating in the Road at a Point Thirty-seven Yards or thereabouts to the Westward of, the Intersection of the Road by the said centre Line as shown on the original Plans, which Diversion will be wholly in *Brasted* Parish in *Kent*:

Diversion No. 8. A Diversion of the public Carriageroad (No. 63.) in *Cowden* Parish in *Kent*, commencing in that Road at a Point Sixty-nine Yards or thereabouts to the Eastward of, and terminating in that Road at a Point Eighty-seven Yards or thereabouts to the Westward of, the Intersection of the Road by the said centre Line as shown on the original Plans, which Diversion will be wholly in *Cowden* Parish in *Kent*:

Diversion No. 9. A Diversion of the Turnpike Road leading from *East Grinstead* to *Tunbridge Wells* (No. 68.) in *Withyham* Parish in *Sussex*, commencing in that Road at a Point One hundred and eighty-one Yards or thereabouts to the Eastward of, and terminating in that Road at a Point Forty-three Yards or thereabouts to the Southward of, the Intersection of the Road by the said centre Line as shown on the original Plans (which Diversion will be wholly in *Withyham* Parish in *Sussex*).

Restrictions as to Dimensions of certain Bridges.

5. Notwithstanding anything in the *Surrey and Sussex Junction* Railway Act, 1865, or in this Act contained, the Width between any Parapet or Fence of any Bridge by which the Diversions numbered 5 and 6 are carried over the Railway, and the Span and Height of any Arch of any Bridge by which the Railway is carried over the Diversions numbered 2 and 3, shall be made only in accordance with the Provisions of the Railways Clauses Consolidation Act, 1845.

Company may apply their Funds to Railway as altered.

6. The Company may apply any Funds which they are by the recited Act authorized to raise for the Purposes of that Act towards the Construction of the Works and other Purposes by this Act authorized.

7. Section

Number and Amount of Shares.

7. Section Six of the recited Act is hereby repealed, and in lieu thereof it is hereby provided that the Number of Shares into which the Capital of the Company, being Seven hundred and five thousand Pounds, is divided shall be Thirty-five thousand two hundred and fifty Shares of Twenty Pounds each in place of Thirty-five thousand five hundred of Twenty Pounds each as provided by said Section.

Lands for extraordinary Purposes.

8. The additional Quantity of Land to be taken by the Company by Agreement for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Two Acres.

Powers for compulsory Purchases limited.

9. 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 the Period limited by the recited Act for the compulsory Purchase of Lands thereby authorized to be taken.

Period for Completion of Works.

10. The Works authorized by this Act shall be completed within the Period limited by the recited Act for the Completion of the Railway thereby authorized, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the said Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Railway as altered to be same as original Railway for Tolls, &c.

11. The Railway and Works when constructed as by this Act authorized shall, for the Purposes of Tolls, Rates, and Charges, and all other Purposes, be deemed to be in lieu of the Railway authorized by the recited Act, and all Powers given by and Acts and Things authorized by this Act shall be construed as having been given or authorized by the said recited Act.

Road to be stopped up.

12. The Company may stop up so much of each of the said Roads to be diverted under the Powers of this Act as are situate between the Commencement and Termination of the intended Diversions thereof herein-before described, and they may stop up those Portions which are within the Limits of Deviation defined on the original Plans of the said Railway (No. 1.) of the Footpaths numbered as herein-after mentioned on those Plans; namely,

The Footpath numbered 8, in *Croydon* Parish in *Surrey:*

The Footpath numbered 22, in *Warlingham* Parish in *Surrey:*

The Footpath numbered 40, in *Oxtead* Parish in *Surrey:*

The Footpath included under No. 38, in *Edenbridge* Parish in *Kent:*

The Footpaths numbered respectively 59, 60, 61, and 73, in *Edenbridge* Parish in *Kent:*

The Footpath included under the No. 44, in *Cowden* Parish in *Kent;*

The Footpath included under the Nos. 45 and 49, in *Ashurst* Parish in *Kent*:

The Footpaths included under the Numbers respectively 2, 3, 19, 14, and 45, in *Withyham* Parish in *Sussex*.

Rights of Way extinguished.

13. All Rights of Way and other Rights in and over the several Portions of Roads and Footpaths stopped up under this Act are hereby extinguished, and the Soil and Sites thereof where the Land on both Sides belongs to the Company are hereby vested in the Company absolutely for their own Benefit.

Diversions, how to be maintained.

14. The Diversion of the Turnpike Road (Diversion No. 9.) herein-before described shall be maintained and managed by the Trustees of the said Turnpike Road (but subject to the Liability of the Parishes to contribute thereto), and the other Diversions of Roads and Diversions of Footpaths by this Act authorized shall be maintained and managed by the Local Authorities having Charge of such Roads or Footpaths in the District, Parish, or Place in which the same are situated, and such Trustees and Local Authorities may apply their respective Funds and Revenue for these Purposes.

Inclination of Roads.

15. In altering for the Purposes of this Act the Road next herein-after mentioned the Company may make the same of any Inclination not steeper than the Inclination herein-after mentioned in connexion therewith; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
68	Withyham -	Turnpike - -	1 in 20.

16. The Company may make the Arches of the Bridges for carrying the Railway over the Roads next herein-after mentioned of any Spans not less than the Spans herein-after mentioned in connexion with those Roads respectively; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Span.
			Feet.
32	Edenbridge - -	Public -	20
25	Brasted - - -	Public -	20
32	Cowden - - -	Public -	20

Company may abandon Diversion of Roads authorized by recited Act.

17. The Company may abandon and relinquish the Construction of the Diversion authorized by the recited Act of the public Carriageroad numbered 4 on the said original Plans in *Limpsfield* Parish in

in *Surrey*, and they may also abandon and relinquish the Mode of Construction or Dealing with any Portion of Railway, Road, or Work authorized by the recited Act for which another Mode of Construction or Dealing is substituted by this Act, and the recited Act is hereby to that Extent repealed.

Company may purchase Lands for Purposes of the Railway.

18. Subject to the Provisions and Restrictions of this Act, the Company may purchase and take for Station Accommodation, Approaches, and other Purposes the Lands and Houses described in the said deposited Plans and Book of Reference; namely,

In connexion with the said Railway (No. 1.) Lands and Houses in *Oxtead* Parish in *Surrey*, in *Withyham* Parish in *Sussex*, and *Withyham*, *Ashurst*, and *Speldhurst* Parishes in *Kent*:

In connexion with Railway (No. 3.) authorized by the recited Act, Lands and ~~Houses~~ in *Withyham* Parish and *Rotherfield* Parish in *Sussex*.

Company not to take certain Lands without Consent.

19. Notwithstanding anything in this Act contained, the Company shall not, without the previous Consent in Writing of the Reverend *Thomas Wilkinson*, Clerk, enter upon, take, or use any of his Lands in the Parish of *Oxtead*, except so far as may be necessary for the Purpose of making and maintaining the actual Line of Railway in that Parish as by this Act authorized, and not for any incidental Works or Purposes connected with the Undertaking of the Company; and the Company shall not acquire any Part of the Properties in the said Parish numbered respectively on the deposited Plans and in the Books of Reference 39, 40, 41, and 42, except for the Improvement of the Road numbered 42b upon the said Plans, and for the Construction of a Road from the said Road numbered 42b along the Fence dividing Nos. 41. and 42. from No. 39. into the intended *Oxtead* Station of the Company.

Certain Lands of the Hon. Mrs. C. J. S. Talbot's Trustees not to be taken.

20. The Company shall not be entitled to purchase and take for the Purposes of their Undertaking any Part of the Wood and Stream numbered 29, in the Parish of *Cowden*, on the deposited Plan, and belonging to the Trustees of the Honourable *Caroline Jane Stuart Talbot*, nor any Part of the Arable, Shaw, and Stream numbered 29a, in the same Parish, on such deposited Plan, also belonging to the same Trustees, nor any Part of the Field, Shaw, and Stream numbered 30, in the same Parish, on such deposited Plan, also belonging to the same Trustees.

Certain Sections of recited Act repealed.

21. The Sections 24 to 31, both inclusive, of the recited Act in reference to the *South-eastern* Railway Company are hereby repealed.

Railway (No. 1.) to be carried under South-eastern Railway.

22. The Railway (No. 1.) shall be carried under and across the *South-eastern* Railway, and the Works and Conveniences connected therewith,

therewith, by means of a Bridge constructed in such Manner in all respects as shall be reasonably required by the *South-eastern* Railway Company.

Plans of Bridge under South-eastern Railway to be approved by that Company.

23. The Bridge by which the Railway shall be carried under and across the *South-eastern* Railway, and the Works and Conveniences connected therewith, shall be constructed in such Manner only as not to interfere with the Use thereof, and the Passage of the Traffic thereon, and all the Works necessary for such Purposes shall be executed under the Direction and to the reasonable Satisfaction of the Engineer of the *South-eastern* Railway Company, and according to Plans, Elevations, Sections, and Specifications to be submitted by the Company to the Engineer of the *South-eastern* Railway Company, and to be approved of by him in Writing under his Hand within One Month from the Delivery thereof before any of the Works are begun.

As to Repair of Bridge under South-eastern Railway.

24. The Company shall at all Times maintain the Bridge by which the Railway shall be carried under the *South-eastern* Railway, and the Works and Conveniences connected therewith, in complete and substantial Repair, Order, and Condition, to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *South-eastern* Railway Company; and if whenever the Company fail so to do the *South-eastern* Railway Company may make and do in and upon as well the Lands of the Company as their own Lands such Works and Things as the *South-eastern* Railway Company may think requisite in that Behalf, and the reasonable Amount of their Expenditure in that Behalf from Time to Time shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered, with full Costs, by the *South-eastern* Railway Company from the Company in any Court of competent Jurisdiction: Provided always, that if any Dispute shall arise between the Company and the *South-eastern* Railway Company with reference to any Matter comprised or referred to in this or the Two last preceding Sections, the Matters in Dispute shall from Time to Time be decided by an Engineer to be appointed by the Board of Trade on the Application of either Company.

Company to pay to South-eastern Railway Company Expenses of Signals, &c.

25. During the Construction of the Railway under and adjacent to the *South-eastern* Railway, and the Works and Conveniences connected therewith, the Company shall bear, and on Demand pay to the *South-eastern* Railway Company, the reasonable Expense of erecting sufficient Signals, and the Employment by that Company of a sufficient Number of Inspectors, Watchmen, and Signalmen to be appointed by them for watching their Railway with reference to and during the Execution of the intended Works, and for preventing as far as may be all Interference, Obstruction, Danger, and Accidents to arise from any

any of the Operations of the Company, or from the Acts or Defaults of their Contractors, or of any Person or Persons in the Employ of the Company or their Contractors.

Company to pay all Damages sustained by South-eastern Railway Company.

26. Notwithstanding anything in this Act contained, the Company shall be responsible for and make good to the *South-eastern* Railway Company all Costs, Losses, Damages, and Expenses which may be occasioned to any of their Railways, Works, or Property, or to the Traffic thereon, or to any Person or Persons using the same, or otherwise, by reason of the Execution or Failure of any of the intended Works, or of any Act or Omission of the Company, or of any of the Persons in their Employ or of their Contractors or others, and the Company will effectually indemnify and hold harmless the *South-eastern* Railway Company from all Claims and Demands upon or against them by reason of such Execution or Failure, and of any such Act or Omission.

Traffic on the South-eastern Railway not to be interfered with.

27. The Company shall not, in the Exercise of any of the Powers of this Act, alter or necessitate the Alteration of the Line or Levels of the *South-eastern* Railway, or in any Manner obstruct, hinder, or interfere with the free, uninterrupted, and safe Use of that Railway or any Traffic thereon; and if at any Time or Times hereafter the free, uninterrupted, and safe Use of that Railway, or any Traffic thereon, shall be obstructed, hindered, or interfered with contrary to this Enactment, the Company shall forfeit and pay to the *South-eastern* Railway Company the Sum of Fifty Pounds *per* Hour by way of ascertained Damages for every Hour during which such Obstruction, Hindrance, or Interference shall continue.

Company to acquire only Easement in Land of South-eastern Railway.

28. With respect to any Land of the *South-eastern* Railway Company, or which that Company are authorized to take, and which the Company are by this Act also authorized to take, use, enter upon, or interfere with for the Purposes of the Railway by this Act authorized, the Company shall not purchase and take any of such Land, but the Company may purchase and take, and the *South-eastern* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same.

Saving Rights of South-eastern Railway Company.

29. Provided always, that, except as is by this Act expressly provided, this Act or anything herein contained shall not take away, diminish, alter, or prejudice any of the Rights, Powers, Privileges, or Authorities of the *South-eastern* Railway Company.

Interest not to be paid on Calls paid up.

30. It shall not be lawful for the Company, out of any Money by the recited Act authorized to be raised, or by the Exercise of any Power

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 of the Company raised: Provided always, that nothing contained in the recited Act shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

31. It shall not be lawful for the Company, out of any Capital by this Act authorized to be raised for the Purposes thereof, 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 any Act authorizing the Company to construct any other Railway, or execute any other Work or Undertaking.

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

32. Nothing herein contained shall be deemed or construed to prevent the Railway by this Act authorized to be made, or the Company, from the Provisions of any General Act relating to Railways, or to the better and more impartial Audits 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 and of the Rates for small Parcels authorized by this Act.

Expenses of Act.

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

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