ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. ccli.

An Act for the Incorporation of "The *West Grinstead, Cuckfield, and Hayward's Heath Junction* Railway Company," and the making and maintaining of "The *West Grinstead, Cuckfield, and Hayward's Heath Junction* Railway;" and for other Purposes. [25th *July* 1864.]

WHEREAS the making of the Line of Railway by this Act authorized between the *West Grinstead* and *Hayward's Heath* Stations of the *London, Brighton, and South Coast* Railway Company would be of local and public Advantage: And whereas the several Persons in that Behalf in this Act named, with others, are willing to carry the Undertaking into execution on being incorporated into a Company, in this Act called "the Company," for the Purpose: And whereas the Railway by this Act authorized will communicate directly with the Railway of the *London, Brighton, and South Coast* Railway Company, herein-after called "the *Brighton* Company," and it is expedient that Traffic Arrangements between the Company and that Company should be authorized: And whereas Plans and Sections of the Railway by this Act authorized showing the Lines and Levels thereof, and Books of Reference to the Plans

The West Grinstead, Cuckfield, and Hayward's Heath Junction Railway Act, 1864.

containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands to be taken for the Purposes thereof, have been deposited with the Clerk of the Peace for the County of *Sussex*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects of this Act cannot be attained 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 the present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "The *West Grinstead, Cuckfield, and Hayward's Heath Junction* Railway Act, 1864."

8 & 9 Vict. cc. 16., 18., & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," and Part I., relating to Cancellation and Surrender of Shares, of "The Companies Clauses Act, 1863," and "The Lands Clauses Consolidation Acts, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," and Part I., relating to Construction of a Railway, and Part III., relating to Working Agreements, of "The Railways Clauses Act, 1863," (save so far as any of the Sections and Provisions of those Acts and Parts respectively are expressly excepted or varied by this Act,) are incorporated with this Act.

Same Meaning to Words in incorporated Acts as in this Act.

3. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context: Provided that the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Company incorporated.

4. *Walter Wyndham Burrell, Frederick Weekes, William Thomas Neve, Thomas Williams Best, William Marshall, Charles Juniper,* and all other Persons who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for the Purpose of making and maintaining the *West Grinstead, Cuckfield, and Hayward's Heath Junction* Railway, and for all other the Purposes of this Act, and for those Purposes are by this Act incorporated by the Name of "The *West Grinstead, Cuckfield, and Hayward's Heath Junction* Railway Company," and by that Name

The West Grinstead, Cuckfield, and Hayward's Heath Junction Railway Act, 1864.

Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act.

Capital.

5. The Capital of the Company shall be One hundred and ten thousand Pounds in Eleven thousand Shares of Ten Pounds each, and not less than Two Pounds shall be paid on each Share at the Time of the Issue thereof.

Calls on Shares.

6. Two Pounds a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and Three Fourths of the Amount of the Share shall be the utmost aggregate Amount of the Calls payable in any One Year on any Share.

Power to borrow on Mortgage.

7. The Company from Time to Time may borrow on Mortgage any Sums not exceeding in the whole Thirty-six thousand Pounds, but no Part thereof shall be borrowed until the whole of the Capital of One hundred and ten thousand Pounds by this Act authorized is subscribed for or taken, and One Half of the Amount thereof is actually paid up, and the Justice who certifies, in accordance with Section 40 of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act, is satisfied that the whole of the Capital is *bonâ fide* subscribed for or taken, and that all the Shares have been issued, and that Twenty *per Cent.* at least has been paid on each separate Share, and that they are held by registered Holders thereof, who or whose Assigns are legally liable for the Payment of so much thereof as from Time to Time is unpaid, and of his Satisfaction in that Behalf his Certificate under that Section shall be sufficient Evidence.

Arrears may be enforced by Appointment of a Receiver.

8. The Mortgagees of the Company may enforce the Payment of the Arrears of Interest, or of Principal and Interest, due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is Three thousand six hundred Pounds.

Interest not to be paid on Calls paid up.

9. The Company, or any other Railway Company to which this Act relates, shall not, out of any Money by this Act or any other Act relating to the respective Company authorized to be raised by Shares or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided that the respective Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with the Provisions in that

that Behalf of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act.

Deposit on future Bills not to be paid out of Capital.

10. The Company, or any other Railway Company to which this Act relates, shall not, out of any Money by this Act or any other Act relating to the respective Company authorized to be raised by Shares or by borrowing, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time in force, is required to be deposited in respect of any Application to Parliament for obtaining an Act authorizing the respective Company to make any Railway, or execute any other Work or Undertaking.

Application of Monies.

11. All and every Part of the Monies raised by the Company under this Act, whether by Shares or by borrowing, shall be applied only for Purposes of the Company's Undertaking.

First and other Meetings.

12. The First Ordinary Meeting of the Company shall be held within Nine Months after the passing of this Act.

Number of Directors.

13. The Number of Directors shall be Five.

Qualification of Director.

14. The Qualification of a Director shall be the Possession by him in his own Right of Shares to the aggregate nominal Amount of Five hundred Pounds.

First Directors and Quorum.

15. *Walter Wyndham Burrell*, *Frederick Weekes*, *William Marshall*, *Frederick Waller*, and *William Warren Smith* shall be the First Directors, and a Quorum of a Meeting of the Directors shall be Three Directors.

Retirement of First Directors.

16. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting, and at that Meeting the Shareholders present, in person or by proxy, may either continue in Office the Directors appointed by this Act, or any of them, or may elect Directors to supply the Place of such of them as are not so continued in Office, the retiring Directors (if any) being, if qualified, re-eligible.

Subsequent Election of Directors.

17. At the First Ordinary Meeting to be held in the Year next after the Year in which such last-mentioned Directors shall have been appointed or elected the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed or disqualified nor having resigned, shall continue to be Directors until others are elected in

in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845."

Newspaper for Advertisements.

18. The Newspaper for Advertisements shall be any Newspaper published in the County of *Sussex*.

Power to take Lands for Purposes of Act.

19. Subject to the Provisions of this Act, the Company from Time to Time may enter upon, take, and use such of the Lands shown on the deposited Plans, and specified in the deposited Books of Reference, as they think fit.

Powers for compulsory Purchases limited.

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

Lands for extraordinary Purposes.

21. The Company from Time to Time may purchase by Agreement, in addition to the Lands by this Act authorized to be purchased compulsorily, any Quantity of Land, not exceeding One Acre, for the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," incorporated with this Act.

Power to make Works according to deposited Plans.

22. Subject to the Provisions of this Act, the Company from Time to Time may make and maintain on the Lands shown on the deposited Plans, and specified in the deposited Books of Reference, the Line of Railways and Works by this Act authorized, and, so far as the Lines and Levels thereof are shown on the deposited Plans and Sections, may make the same in the Lines and in accordance with the Levels so shown.

Lines of Railway and Works authorized by Acts.

23. The Line of Railway and Works by this Act authorized comprises the following Line of Railway, with all proper and sufficient Sidings, Stations, Buildings, Yards, Bridges, Viaducts, Roads, Approaches, and other Works and Conveniences whatsoever:

A Railway commencing by a Junction with the *Horsham* and *Shoreham* Branch of the *London, Brighton, and South Coast* Railway in the Parish of *West Grinstead* in the County of *Sussex* at or near the Southern End of the Passenger Platform of the *West Grinstead* Station, and passing from, through, or into the following Parishes, Townships, and Extra-parochial Places following, or some of them, *viz.*, *West Grinstead, Cowfold, Bolney*, and *Cuckfield*, all in the said County of *Sussex*, and terminating in the Parish of *Cuckfield* in the said County of *Sussex* by a Junction with the *London, Brighton, and South Coast* Railway at or near the Northern Extremity of the Down Platform of the *Hayward's Heath* Station of the said *London, Brighton, and South Coast* Railway.

Road may be crossed on a Level.

24. In constructing the Railway the Company may carry the same, with not exceeding Two Lines of Railway, across the following Road on the Level; *viz.*,

No. on Plan.	Parish.	Description of Road.
71	Cowfold	Public Road.

Inclination of Roads.

25. In carrying the Roads herein-after specified, and mentioned on the deposited Plans as follows, over, under, or across the Railway, the Company may make those Roads respectively of any Inclination not steeper than as follows; *viz.*,

No. on Plan.	Parish.	Description of Road.	Inclination of Road.
73	Bolney	Turnpike Road	1 in 18
15	Cuckfield	Public Road	1 in 10

Period for Completion of Railway.

26. The Railway by this Act authorized shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers of the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

As to Junction of Railway with London, Brighton, and South Coast Railways.

27. No Junction of the Railway with the Railways of the *Brighton* Company shall be made, nor shall the Company for any of the Purposes of their Railway or Works take, use, enter upon, or interfere with any of the Lands or Works of the *Brighton* Company, without in every Case their previous Consent in Writing under their Common Seal: Provided always, that if and whenever the *Brighton* Company consent to any Junction with their Railways being made, the Junction shall be made at such Point only, and in such Manner, and with such Points, Switches, Signals, and other Apparatus and Conveniences, as the *Brighton* Company think fit, and shall be worked and used in such Manner as not to interfere with the working or User or the Safety or Convenience of the Railways of the *Brighton* Company or the Traffic thereon, and under such Regulations with respect to such working and User, and for securing Safety and Convenience, and on such Terms and Conditions, as the *Brighton* Company think fit.

Company not to take Lands of London, Brighton, and South

28. Nothing in this Act contained shall authorize the Company to alter the Level of the Railways of the *Brighton* Company, or, without the Consent in Writing of the *Brighton* Company under their Common Seal for that Purpose first had and obtained, to take

or

or enter upon any of the Lands of the *Brighton* Company, or to alter, vary, or interfere with any of the Railways of the *Brighton* Company, or any of the Works thereof, further or otherwise than is necessary for the Construction of the Railway as by this Act authorized. Coast Company without Consent.

29. Notwithstanding anything in this Act contained, the Company shall not, for the Purpose of so forming or maintaining the intended Railway, acquire any Ownership of or in any Land or Property of the *Brighton* Company, but only an Easement so as to form and maintain and use the intended Railway; and the Company shall not, for the Purpose of forming or maintaining the Railway, interfere with the Railways of the *Brighton* Company, or any of the Lands or Works of the *Brighton* Company, or execute any Work whatever under or by the Side of or in any way affecting the same, until they shall have delivered full and satisfactory Plans, Drawings, and Specifications of the Works intended to be executed affecting the Railways of the *Brighton* Company, and the Lands and Works thereof, such Plans, Drawings, and Specifications to describe the Manner of executing the intended Works, and the Materials to be used for the Purpose, nor until those Plans, Drawings, and Specifications shall have been examined and approved under his Hand by the Engineer of the *Brighton* Company, or, in the event of his declining to approve the same, until the same shall have been so examined and approved at the Expense of the Company by an Engineer to be appointed by the Board of Trade, and the same Works shall be executed according to such approved Plans, Drawings, and Specifications under the Superintendence and to the Satisfaction of the Engineer for the Time being of the *Brighton* Company. Not to interfere with London, Brighton, and South Coast Company without Consent.

30. During the Construction of the Railways adjacent to the Railways of the *Brighton* Company the Company shall bear and pay to the *Brighton* Company the Expense of the Employment by them of a sufficient Number of Inspectors or Watchmen to be appointed by them for watching their Railways with reference to and during the Execution of the intended Works, and for preventing, as far as may be, all Interference, Obstruction, Danger, and Accident to arise from any of the Operations of the Company, or from the Acts or Defaults of any Person or Persons in their Employ, or otherwise. Company to pay to Brighton Company Expenses of Watchmen.

31. If by reason of any Works or Proceedings of the Company there shall be any Obstruction of or Interference with the Railways of the *Brighton* Company so as to prevent or impede the convenient Passage of Engines and Carriages along the same, or the Traffic thereof, the Company shall pay to the *Brighton* Company the Sum of Fifty Pounds *per* Hour by way of ascertained Damages for every Hour Penalty in case of Interruption of Traffic on the Brighton Railway.

Hour during which that Obstruction shall continue, and also a proportionate Part of such Sum for any less Period than an Hour.

Company to pay all Damages sustained by Brighton Company.

32. Notwithstanding anything in this Act contained, the Company shall be responsible for and make good to the *Brighton* Company all Costs, Losses, Damages, and Expenses which may be occasioned to the Railways of the *Brighton* Company, or to any of the Works or Property of that Company, or to the Traffic thereon, or to any Person or Persons using the same Railways, 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 *Brighton* Company from all Claims and Demands upon or against them by reason of such Execution or Failure, and of any such Act or Omission.

Bond for Completion of Railway.

33. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to the Act of the Session of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Nine thousand six hundred and eighty-three Pounds Twelve Shillings and Sevenpence Three Pounds *per Centum* Consolidated Annuities, being equal to the Sum of Eight thousand eight hundred Pounds, such Sum being Eight *per Centum* upon the Amount of the Estimate in respect of the Railway by this Act authorized, has been transferred into the Name of the Accountant General of the Court of Chancery with respect to the Application to Parliament for this Act: Therefore, notwithstanding anything in that Act, that Sum of Nine thousand six hundred and eighty-three Pounds Twelve Shillings and Sevenpence, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of the Bond 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 that Act, or the Survivors or Survivor of them, unless the Company, before the Expiration of the Period limited for the Completion of the Railway, either open the 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 Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to that One Half; and if the Period expire before the Company either open the Railway for the public Conveyance of Passengers, or give the Proof to the Satisfaction of the Board of Trade, the Sum of Nine thousand six hundred and eighty-three Pounds Twelve Shillings and Sevenpence Three Pounds *per Centum* Consolidated Annuities so transferred as aforesaid, and the Interest and Dividends thereof, shall immediately

immediately from and after the Expiration of that Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they are then 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 at any Time after the passing of this Act if a Bond in double the Amount of the said Sum of Eight thousand eight hundred Pounds be executed by the Company, with One or more Sureties, (the Bond to be prepared to the Satisfaction of, and the Surety or Sureties to be approved by, the Solicitor to the Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the Sum of Eight thousand eight hundred Pounds if the Company do not, within the Period limited for the Completion of the Railway, either open the 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 Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to One Half of that Capital, and if the Bond be deposited with the Solicitor to the Treasury, then the Sum so transferred as aforesaid, and the Interest or Dividends thereof, shall be paid or transferred to or on the Application of the Person or Persons named in the Warrant or Order, or the Survivor or Survivors of them, and it shall not be necessary to produce any Certificate of this Act having passed; and the Monies recovered on the Bond shall be dealt with in the like Manner as the Sum so transferred as aforesaid, and the Interest or Dividends thereof, would be dealt with under this Act if the Bond were not so executed and deposited; and the Certificate of that Solicitor that the Bond has been so executed and deposited, and the Certificate of the Board of Trade that the Proof has been given to their Satisfaction, shall respectively be sufficient Evidence of the Facts so certified.

Tolls:

34. The Company may demand and take for the Use of the Railway, and for the Supply of Carriages, Waggons, or Trucks, any Tolls not exceeding the following; (that is to say,)

For Passengers:

Firstly, in respect of Passengers conveyed upon the Railway or any Part thereof, as follows:

For every Person, Twopence *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

For Animals:

Secondly, in respect of Animals conveyed upon the Railway or any Part thereof, as follows:

Class 1. For every Horse, Mule, or other Beast of Draught or Burden, Threepence *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

Class 2. For every Ox, Cow, Bull, or Neat Cattle, Twopence *per* Head *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

Class 3. For every Calf, Sheep, Pig, Lamb, and other small Animal, One Penny each *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Halfpenny *per* Mile:

For Goods, &c.

Thirdly, in respect of Goods and other Things conveyed upon their Railway or any Part thereof, as follows:

Class 4. For all Alkali, Alum, Bark, Bricks, Bones for Manure, Brooms and Handles, Bran, Bullets, Cannel, Cement, Chalk, Clay, Coal, Coke, Compost, Cement, Culm, Dung, Fireclay, Flint, Flour, Fuller's Earth, Grain, Guano, Iron Ore, Ironstone, Lead, Lime, Limestone, Manure of all Sorts, Metalling for Road Repairs, Nitrate of Soda, Oil Cakes in Casks or Bags, Pig Iron, Potatoes, Pollard, Sand, Salt for Manure, Slates, Spelter, Stones for paving or building, Tiles, *per* Ton *per* Mile One Penny;

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

Class. 5. For all Ale and Porter in Casks, Bacon, Butter in Casks, Charcoal, Cyder, Dyewoods, Eggs, Earthenware, Gas and Water Pipes, Hair, Hemp, Hides, Hop Poles, Hops, Hoofs, Iron Rod, Hoop, Bar, or Plate, undamageable Iron Castings, Lard, Lead (White or Red), Marble in Blocks, Malt, Meal, Molasses, Nails, Paints, Pitch and Tar, Rags, Resin, Rice, Salt, Saltpetre, Seed, Soap, Soda, Spirits and Wine in Casks, Steel, Rough or Cast, Sugar, Raw Sulphur, Tallow, Timber, Staves and Deals, Tin, Vices, Chains and Anvils, Vinegar, Whiting, Wool, *per* Ton *per* Mile One Penny Halfpenny;

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

Class 6. For all Ale and Beer in Bottles, Canvas, Cordage, Flax, Floor Cloth, Fruit, dried Fish, salted Groceries, Hay, Hardware, Herrings, dried Leather, damageable Iron Castings, light Machinery, Mats, Mineral Waters, Oil in Casks, Oil Cakes (loose), Paper, Rope, Snuff, Spirits and Wine in Bottles, Stationery, Tow, Turpentine, Varnish, Veneers, *per* Ton *per* Mile Twopence;

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

Class 7. For Agricultural Implements, Books, Bonnets, Butter fresh, Carboys, China, Cork, Drapery, Drugs, Fish fresh, Fruit fresh, Furniture, Glass, Haberdashery, Hats, Harps, Hosiery, Joiner's Work, Millinery, Linens, Luggage, Musical Instruments,

Meat,

Meat, Oil in Jars, Pianos, Pictures, Poultry alive, Poultry dead, Silks, Sugar refined, Tinned Ware, Wearing Apparel, and all other Merchandise, Articles, Matters, or Things, except such as are included in the above Classes, *per* Ton *per* Mile Threepence;

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

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

And a like Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh:

And for all Goods and Minerals not enumerated in this Act the Company may demand the same Tolls as for the Class to which such Goods and Minerals are analogous.

Tolls for propelling Power.

35. The Company may demand for the Use of Engines for propelling Carriages on the Railway any Sum not exceeding One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Maximum Rates of Charge.

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

For Passengers.

For every Passenger conveyed in a First-class Carriage, Threepence *per* Mile:

For every Passenger conveyed in a Second-class Carriage, Twopence *per* Mile:

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

For Animals and Goods.

37. And with respect to the Conveyance of Goods, Minerals, Carriages, and Animals, the Company may lawfully demand and receive as a maximum Rate of Carriage for the Conveyance thereof along the Railway, including the Tolls for the Use of the Railway, and Waggons or Trucks, and locomotive Power, and every Expense incidental to such Conveyance (except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Duty or Business of a Carrier, where such Services or any of them are

or

or is performed by the Company), any Rates or Sums not exceeding the Rates or Sums following; (that is to say,)

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

For every Animal in Class 2, Threepence *per* Mile:

For every Animal in Class 3, One Penny Halfpenny *per* Mile:

For everything in Class 4, One Penny Halfpenny *per* Ton *per* Mile:

For everything in Class 5, Twopence *per* Ton *per* Mile:

For everything in Class 6, Threepence *per* Ton *per* Mile:

For everything in Class 7, Fourpence *per* Ton *per* Mile:

And for every Carriage of whatever Description, not being a Carriage adapted and used for travelling on Railways, and weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile Sixpence; and if weighing more than One Ton, One Penny Halfpenny for every additional Quarter of a Ton or Fraction of a Quarter of a Ton which such Carriage may weigh.

Regulations as to the Tolls.

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

For Articles or Persons conveyed on the Railway for a less Distance than Three Miles the Company may demand Tolls and Charges as for Three Miles:

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles; the Company may demand Tolls on Animals, Minerals, and Merchandise for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers, every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

For a Fraction of a Penny in the gross Amount of Tolls and Charges in respect of a Passenger or Article, for the entire Distance carried the Company may demand One Penny:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton, and so in proportion for any smaller Quantity:

No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat or therefrom to the Consignee.

Tolls for small Parcels and single Articles of great Weight.

39. And with respect to small Packages and single Articles of great Weight, be it enacted, That, notwithstanding the Rates of Tolls prescribed by this Act, the Company may lawfully demand Tolls not exceeding the following; (that is to say,)

For the Carriage on the Railway or any Part thereof of any Parcel not exceeding Seven Pounds in Weight, Threepence:

For the like Carriage of any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fivepence:

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

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

And for the like Carriage of any Parcel exceeding Fifty-six Pounds but not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they may think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Sixpence *per* Ton *per* Mile:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

Passengers Luggage.

40. Every Passenger travelling upon the Railway may cause to be carried in the same Train with him his ordinary Luggage, not exceeding One hundred and fifty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Company may take increased Charges by Agreement.

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

Restriction as to Charges not to apply to Special Trains.

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

During Continuance of Agreement Brighton Company may be considered Part of Railway.

43. During the Continuance of any Working Agreement entered into under the Authority of this Act the Railways of the *Brighton* Company and the Railway by this Act authorized shall be considered One Railway; and in estimating the Amount of Tolls or Charges in respect of Traffic conveyed partly on the Railway of the *Brighton* Company, and partly on the said Railway of the Company, for a less Distance than Three Miles, Tolls and Charges may only be demanded for Three Miles, and for each Mile or Fraction of a Mile beyond Three Miles as for One Mile only.

Power to Company and Brighton Company to enter into Agreements.

44. The Company on the one hand, and the *Brighton* Company on the other hand, from Time to Time, if and when they respectively think fit, may enter into and carry into effect all such Agreements and Arrangements with respect to any of the Purposes in that Behalf by this Act authorized, and all Matters incidental and accessory thereto, as the contracting Companies from Time to Time think fit, and every such Agreement shall be a "Working Agreement" within the Meaning of Part 3 (relating to Working Agreements) of "The Railways Clauses Act, 1863," incorporated with this Act.

Purposes for which the Agreements may be entered into.

45. The Purposes for which Agreements and Arrangements may under this Act be from Time to Time entered into by the Company on the one hand, and the *Brighton* Company on the other hand, comprise the following Purposes; (that is to say,)

(A.) The Conduct, Regulation, Management, Interchange, Accommodation, and Conveyance by the contracting Companies, or either of them, or otherwise, of all or any of the Traffic on their respective Railways:

(B.) The Tolls, Fares, Rates, and Charges, whether through or local, or other Sums of Money, to be paid by the contracting Companies respectively, or either of them, in respect of the User

The West Grinstead, Cuckfield, and Haywards Heath Junction Railway Act, 1864.

User by them respectively, or either of them, or otherwise, of all or any Parts of their respective Railways:

(C.) The Apportionment between the contracting Companies of Tolls, Fares, Rates, and Charges, whether through or local, received in respect of Traffic whatsoever passing over their respective Railways, or any of them, or any Parts thereof respectively.

Saving Rights of the Crown.

46. Nothing in this Act contained shall authorize the Company to take, use, or in any Manner interfere with any Land, Soil, Tenement, or Hereditament, or any Right of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the previous Consent in Writing of the Commissioners of Her Majesty's Woods and Forests and Land Revenues, or One of them, on behalf of Her Majesty (which Consent they and he are and is by this Act authorized to give), neither shall anything in this Act contained divest, take away, lessen, prejudice, or alter any Estate, Right, Power, Privilege, or Authority vested in or enjoyed or exerciseable by the Queen's most Excellent Majesty, Her Heirs or Successors.

Saving Rights of Brighton Company.

47. Except only as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, or Authorities of the *Brighton* Company.

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

48. Nothing in this Act contained shall exempt any Railway Company to which this Act relates from the Provisions of any present or future General Acts relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, or from any Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Tolls and Charges by this Act or any other Act relating to the respective Railway authorized, or of the Rates for small Parcels thereby authorized.

Expenses of Act.

49. All the Costs, Charges, and Expenses of and incident to the preparing and applying for, obtaining, and passing of this Act shall be borne and paid by the Company.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1864.