



ANNO DECIMO QUINTO

# VICTORIÆ REGINÆ.

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## Cap. ciii.

An Act for merging the Undertaking of the *Reading, Guildford, and Reigate* Railway Company in the Undertaking of the *South-eastern* Railway Company; for the Dissolution of the *Reading, Guildford, and Reigate* Railway Company; and for other Purposes. [17th June 1852.]

**W**HEREAS the following (Local or Local and Personal) Acts have been passed relating directly to the *Reading, Guildford, and Reigate* Railway Company (in this Act called "The *Reading* Company"); to wit, the several Acts of the Ninth and Tenth of *Victoria*, Chapter One hundred and seventy-one; of the Tenth and Eleventh of *Victoria*, Chapter Two hundred and forty-one; and of the Twelfth and Thirteenth of *Victoria*, Chapter Twenty-eight (and which Acts are in this Act referred to as "The *Reading* Acts"): And whereas the following (Local or Local and Personal) Acts have been passed relating more or less directly to the *South-eastern* Railway Company (in this Act called "The *South-eastern* Company"); to wit, the several Acts of the Sixth of *William* the Fourth, Chapter Seventy-five; of the First of *Victoria*, Chapter Ninety-three; of the Second of *Victoria*, Chapter Forty-two; of the Second and Third of *Victoria*, Chapter

9 & 10 Vict.  
c. 171.;  
10 & 11 Vict.  
c. 241.; and  
12 & 13 Vict.  
c. 28.

6 & 7 W. 4.  
c. 75.;  
7 W. 4. & 1  
Vict. c. 93.;  
2 & 3 Vict.  
cc. 42. & 79;

[Local.]

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*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

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3 & 4 Vict.  
c. 46.; 5 &  
6 Vict. c. 3.;  
6 & 7 Vict.  
cc. 51. 52. &  
62.; 7 & 8  
Vict. cc. 25.  
69. & 91.  
8 & 9 Vict.  
cc. 167. 186.  
197. & 200.;  
9 & 10 Vict.  
cc. 55. 56. 64.  
305. & 339.;  
10 & 11 Vict.  
cc. 104. &  
230.; and  
13 & 14 Vict.  
c. 31.

Seventy-nine; of the Third of *Victoria*, Chapter Forty-six; of the Fifth of *Victoria*, Session Two, Chapter Three; of the Sixth and Seventh of *Victoria*, Chapters Fifty-one and Fifty-two and Sixty-two; of the Seventh of *Victoria*, Chapter Twenty-five; of the Seventh and Eighth of *Victoria*, Chapters Sixty-nine and Ninety-one; of the Eighth and Ninth of *Victoria*, Chapters One hundred and sixty-seven and One hundred and eighty-six, and One hundred and ninety-seven and Two hundred; of the Ninth of *Victoria*, Chapters Fifty-five and Fifty-six and Sixty-four; of the Ninth and Tenth of *Victoria*, Chapters Three hundred and five and Three hundred and thirty-nine; of the Tenth and Eleventh of *Victoria*, Chapters One hundred and four and Two hundred and thirty; and of the Thirteenth and Fourteenth of *Victoria*, Chapter Thirty-one (and which Acts are in this Act referred to as the *South-eastern Acts*): And whereas under the Authority of the *Reading Acts* the *Reading, Guildford and Reigate Railway* (in this Act called "The *Reading Railway*") hath been constructed: And whereas by an Indenture dated the Fifteenth Day of *March* One thousand eight hundred and fifty, between the *Reading Company* of the One Part, and the *South-eastern Company* of the other Part, it is witnessed, that in execution of the Power for that Purpose contained in "The *Reading, Guildford, and Reigate Railway Act, 1846*," and of other Powers, the *Reading Company* demised the *Reading Railway* to the *South-eastern Company* for a Term of One thousand Years from the Day of the Date of that Indenture, at the yearly Rent of Thirty-three thousand Pounds, and the *South-eastern Company* thereby covenanted to pay other yearly Sums, not exceeding Eight thousand three hundred Pounds a Year, to or for the Benefit of the *Reading Company*, and the *South-eastern Company* are now in the actual Possession of the *Reading Railway*, and claim to be so under that Indenture, and also claim to be entitled to divers Benefits by virtue of that Indenture: And whereas the Share Capital of the *Reading Company* is Eight hundred thousand Pounds, consisting of Forty thousand Shares of Twenty Pounds each, all of which Shares are fully paid up: And whereas under the *Reading Acts* the *Reading Company* is empowered to borrow Two hundred and sixty-six thousand six hundred and sixty-six Pounds, at Interest: And whereas the Two Companies are desirous and it is expedient that the yearly Rent and other yearly Sums payable by the *South-eastern Company*, under the recited Indenture, to or for the Benefit of the *Reading Company*, be commuted into perpetual Annuities to the aggregate Amount of Forty-one thousand Pounds, to be paid by the *South-eastern Company* to the Shareholders of the *Reading Company*, and that the Undertaking of the *Reading Company* be merged in the Undertaking of the *South-eastern Company*, and the *Reading Company* dissolved, according to the Provisions of this Act: And whereas, in order to avoid Inconveniences arising from  
several

*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

several Private Acts relating to the same Purposes being in force at the same Time, it is expedient that the *Reading* Acts be repealed, and that some of the Powers and Provisions thereof be amended and re-enacted or continued by this Act: And whereas such several 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:

I. That in citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *South-eastern, and Reading, Guildford, and Reigate* Railways Amalgamation Act, 1852." Short Title.

And with respect to the Repeal of the *Reading* Acts, and the vesting of the *Reading* Railway in the *South-eastern* Company, be it enacted as follows; to wit,

II. That from and after the passing of this Act, but subject to the Provisions thereof, the *Reading* Acts are hereby repealed. Repeal of  
Reading  
Acts.

III. That from and after the passing of this Act the *Reading* Company shall be dissolved, and, subject to the Powers and Provisions of this Act, all the Undertaking, Estates, Property, and Effects whatsoever of that Company, already demised to the *South-eastern* Company, and all the Capital, and all other the Property and Effects, and all the Estates, Rights, and Interests, Powers, Authorities, and Privileges, both at Law and in Equity, and otherwise howsoever, of the *Reading* Company, shall respectively remain and be transferred to and vested in the *South-eastern* Company absolutely and for ever, and shall be deemed Part of the original Undertaking of that Company. Dissolution  
of Reading  
Company,  
and vesting  
of their Un-  
dertaking in  
South-east-  
ern Com-  
pany.

IV. Provided always, That such Transfer shall be at the Cost of the *South-eastern* Company, and shall be evidenced sufficiently and conclusively by a Deed of Transfer under the Seal of the *Reading* Company, and duly stamped, and in which Deed the full Consideration for such Transfer shall be fully and truly set forth, and that Seal may be used for that Purpose by the *South-eastern* Company. Transfer to  
be evi-  
denced by  
Deed duly  
stamped.

V. That Four Parts of such Deed shall be so executed, and One Part thereof shall be deposited by the *South-eastern* Company with the Clerk of the Peace for each of the Counties of *Berks, Hants, and Surrey*, and the other Part thereof shall be retained by the *South-eastern* Company. Deposit of  
Deed of  
Transfer.

VI. That

*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

Parts of  
Deed depo-  
sited with  
Clerks of  
Peace to be  
retained by  
them.

VI. That the Parts of such Deed so deposited shall be received and retained by those Clerks of the Peace respectively, and they shall permit all Persons interested to inspect the same, and to make Copies of and Extracts from the same, in like Manner, and upon like Terms, and under like Penalty for Default, as provided by the Act of the Seventh of *William* the Fourth and the First of *Victoria*, Chapter Eighty-three, with respect to Documents therein referred to.

Proof of  
Transfer.

VII. That each of those Clerks of the Peace shall, at the Request of the *South-eastern* Company, on receiving a Part of such Deed, endorse on the Part thereof retained by that Company a Memorandum of such Receipt; and the Production by the *South-eastern* Company of a Copy of this Act, and of the Part retained by them of such Deed, with Endorsements thereon purporting to be such Endorsements by those Clerks of the Peace, shall, without Proof of any Matter, be conclusive Evidence of such Transfer having taken effect.

Rent pay-  
able under  
Lease to  
cease.

VIII. That on the passing of this Act the yearly Rent and other yearly Sums payable by the *South-eastern* Company under the recited Lease of the *Reading* Railway shall cease to be payable as from the Time from which the Annuities created by this Act are to be computed.

Power of  
South-east-  
ern Com-  
pany to be  
exercised  
with respect  
to the Un-  
dertaking of  
the Reading  
Company.

IX. That from and after the passing of this Act, and subject to the Powers and Provisions thereof, all the Rights, Powers, Privileges, and Authorities by the *South-eastern* Acts respectively conferred on the *South-eastern* Company with respect to the Undertaking under those Acts of that Company shall apply to the Undertaking of the *Reading* Company as by this Act amalgamated with the Undertaking of the *South-eastern* Company, and may be used, exercised, and enjoyed by that Company and the Directors thereof, and their Officers, Agents, and Servants respectively, as if the Undertaking of the *Reading* Company had originally been Part of the Undertaking of the *South-eastern* Company.

Mainte-  
nance of  
Reading  
Railway by  
South-east-  
ern Com-  
pany.

X. That from and after the passing of this Act the *South-eastern* Company may from Time to Time complete, repair, and maintain the *Reading* Railway, and the Works and Conveniences thereof.

South-east-  
ern Com-  
pany not  
bound to  
execute any  
Works on  
Reading  
Railway  
which Read-

XI. Provided always, That it shall not be incumbent on the *South-eastern* Company to construct any part of the Railways and Works by the *Reading* Acts or any of them authorized which is not already constructed, and which if this Act had not been passed the *Reading* Company would not be compellable to construct; and that this Act shall not extend the respective Periods by the *Reading*

Acts

*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

Acts limited for the compulsory Purchase of Lands, and for completing the Railways and Works by those Acts authorized.

ing Com-  
pany are not  
now bound  
execute.

XII. That, notwithstanding the Repeal of the *Reading* Acts, all Conveyances, Leases (except the recited Lease), Deeds, Appointments, Contracts, Agreements, Mortgages, Bonds, Covenants, and Securities made or entered into before the passing of this Act, to, with, in favour of, or by, for, or on behalf of the *Reading* Company, or any Person on their Behalf, shall be and remain as good, valid, and effectual, in favour of, against, and with reference to the *South-eastern* Company, and may be proceeded on and enforced in the same Manner, to all Intents and Purposes, as if the *South-eastern* Company, instead of the *Reading* Company or such Person, had been Party to and executed the same, or had been named or referred to therein or privy thereto: Provided always, that, notwithstanding the Repeal of the *Reading* Acts, and notwithstanding the vesting in the *South-eastern* Company of the Undertaking of the *Reading* Company, the *South-eastern* Company shall continue entitled, as against all Parties, besides the *Reading* Company and the Shareholders in that Company, to all the Rights, Privileges, and Benefits which, if this Act had not passed, the *South-eastern* Company might, under or by virtue of the recited Lease, claim or enjoy, this Act or anything therein to the contrary notwithstanding.

Convey-  
ances, &c.  
to remain  
valid.

XIII. That, notwithstanding the Repeal of the *Reading* Acts, any Action, Suit, Prosecution, or other Proceeding whatsoever, commenced either by or against the *Reading* Company, or the *South-eastern* Company, before the passing of this Act, shall not abate or be discontinued or prejudicially affected by this Act, but, on the contrary, shall continue and take effect both in favour of and against the *South-eastern* Company, in like Manner, to all Intents, as, if this Act had not passed, the same would have continued and taken effect in favour of and against the *Reading* Company, or, as the Case may be, the *South-eastern* Company, and the Court in which any such Action, Suit, Prosecution, or other Proceeding is pending, or any Judge, may, on the Application in a summary Way of any Party thereto, cause the Name of the *South-eastern* Company to be substituted for the Name of the *Reading* Company as Party to such Action, Suit, Prosecution, or other Proceeding, and the Name of the *South-eastern* Company shall, after any such Substitution, be used in such Action, Suit, Prosecution, or other Proceeding, in like Manner as if the *South-eastern* Company instead of the *Reading* Company had originally been Party thereto.

Actions, &c.  
not to abate.

*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

South-east-  
ern Com-  
pany to be  
subject to,  
and indem-  
nify Reading  
Company  
against, Lia-  
bilities of  
that Com-  
pany.

XIV. That from and after the passing of this Act the *South-eastern* Company shall be subject to and shall perform, and conform and be liable to, all Covenants, Conditions, Agreements, Directions, Duties, Liabilities, Debts, Charges, and Restrictions to which the *Reading* Company immediately before the passing this Act are, or but for this Act would be or become subject or liable, and shall indemnify the several Shareholders and Officers or Agents whom that Company may be bound to indemnify of that Company, and their respective Heirs, Executors, Administrators, Successors, and Assigns, Estates and Effects, from all such Covenants, Conditions, Agreements, Directions, Duties, Liabilities, Debts, Charges, and Restrictions, and all Costs, Charges, and Expenses by reason thereof, or of the Nonperformance or undue Performance thereof respectively.

As to  
Monies paid  
by Reading  
Company  
into the  
Bank of  
England.

XV. That, notwithstanding the Repeal of the *Reading* Acts, in every Case in which, under the Provisions of those Acts or any of them, any Money has before the passing of this Act been paid by the *Reading* Company into the Bank of *England*, or to any Trustees or Trustee, as Purchase or Compensation Money, or on any other Account, such Money, or the Stocks, Funds, or Securities in or upon which the same is or shall be invested, by the Order of the Court of Chancery or otherwise, and the Interest, Dividends, and annual Produce thereof, shall after the passing of this Act be applied and disposed of pursuant to those Acts respectively, but so that the Obligations of the *Reading* Company under those Acts respectively with respect to such Monies, Stocks, Funds, and Securities shall be performed and observed by the *South-eastern* Company.

Power for  
South-east-  
ern Com-  
pany to ex-  
ercise the  
borrowing  
Powers of  
the Reading  
Company.

XVI. That inasmuch as the *Reading* Company had immediately before the passing of this Act Powers under the *Reading* Acts to borrow Two hundred and sixty-six thousand six hundred and sixty-six Pounds, and it is expedient that such Power be transferred to the *South-eastern* Company, but subject to such Restrictions as hereinafter appearing: Therefore the *South-eastern* Company may from Time to Time after the passing of this Act borrow at Interest on Mortgage of their Undertaking, and the future Calls on their Shareholders, any Sum not exceeding Two hundred and fifty thousand Pounds: Provided always, that the *South-eastern* Company shall not borrow any Part of that Sum on Bond: Provided also, that the *South-eastern* Company shall not exercise such Powers of borrowing without the Authority of a General Meeting of that Company: Provided also, that as to Thirty thousand Pounds, Part of the Two hundred and fifty thousand Pounds, the *South-eastern* Company shall not borrow that Thirty thousand Pounds or any Part thereof unless they be required by the Board of

Trade,

*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

Trade, under the Seventeenth Section of the recited *Reading Act* of the Twelfth and Thirteenth *Victoria*, Chapter Twenty-eight, to execute any of the Works specified in that Section, and in that Case only so much of that Thirty thousand Pounds as shall be necessary for the Works so required by the Board of Trade: Provided also, that as to Forty thousand Pounds, other Part of the Two hundred and fifty thousand Pounds, the *South-eastern Company* shall not borrow that Forty thousand Pounds or any Part thereof, except for the Purpose of making by Agreement, or under the Authority of any now existing or future Act, a joint or adjoining Station to the *Reading Station* of the *Great Western Railway*, and in such Case the *South-eastern Company* shall only borrow so much of that Forty thousand Pounds as shall be necessary for the Purpose of such joint or adjoining Station, and other Works consequent thereon.

XVII. That the following Provisions of the Companies Clauses Consolidation Act, 1845, are for the Purposes of this Act incorporated with this Act; to wit,

With respect to the borrowing of Money by the Company on Mortgage or Bond;

With respect to the Conversion of the borrowed Money into Capital;

And with respect to the Consolidation of Shares into Stock.

Certain Provisions of 8 & 9 Vict. c. 16. incorporated with this Act.

And with respect to Tolls on the *Reading Railway*, be it enacted as follows; to wit,

XVIII. That the *South-eastern Company* may demand and take any Tolls for the Use of the *Reading Railway*, not exceeding the following, being the Tolls authorized by the *Reading Acts* to be demanded and taken; (that is to say,)

Power to take Tolls.

First, in respect of the Tonnage of all Articles conveyed upon the *Reading Railway* or any Part thereof, as follows:

On Tonnage of Articles;

For all Coals, Coke, Culm, Charcoal, Ironstone, Iron Ore, Iron, Pig Iron, Bar Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets and rolled Iron, Nails, Vices, Chains, Limestone, Lime, Bricks, Tiles, Slates, Clay, Fullers Earth, Salt, Sand, Fire Clay, Cinders, Slag, building Stone, *per Ton per Mile* One Penny; and if conveyed in Carriages belonging to the *South-eastern Company*, an additional Sum *per Ton per Mile* not exceeding One Penny:

For all Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of public Roads or Highways, *per Ton per Mile* not exceeding One Halfpenny; and if conveyed in Carriages belonging to the *South-eastern Company*, an additional Sum *per Ton per Mile* not exceeding One Penny:

For

*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber and Deals, Metals (except Iron), *per Ton per Mile* One Penny; and if conveyed in Carriages belonging to the *South-eastern* Company, an additional Sum *per Ton per Mile* not exceeding One Penny :

For all Cotton and other Goods, Drugs (except Vitriol), and manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, *per Ton per Mile* not exceeding Twopence; and if conveyed in Carriages belonging to the *South-eastern* Company, an additional Sum *per Ton per Mile* not exceeding One Penny :

And 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, carried or conveyed on a Truck or Platform not belonging to the *South-eastern* Company, *per Mile* not exceeding Fivepence, and a Sum of Twopence *per Mile* for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh :

On Passengers ;

Second, in respect of Passengers and Animals conveyed in Carriages upon the *Reading* Railway, as follows :

For any Person conveyed in or upon any such Carriage, *per Mile* not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the *South-eastern* Company, an additional Sum *per Mile* not exceeding One Halfpenny :

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Bull, Cow, or Neat Cattle, conveyed in or upon any such Carriage, *per Mile* not exceeding Threepence; and if conveyed in or upon any such Carriage belonging to the *South-eastern* Company, an additional Sum *per Mile* not exceeding One Penny :

For every Calf or Pig, Sheep or Lamb, or other small Animal conveyed in or upon any such Carriage, *per Mile* not exceeding One Penny; and if conveyed in or upon any Carriage belonging to the *South-eastern* Company, an additional Sum *per Mile* not exceeding One Halfpenny.

and for Locomotive Power.

XIX. That the Toll which the *South-eastern* Company may demand for the Use of Engines for propelling Carriages on the *Reading* Railway shall not exceed One Penny *per Mile* for each Passenger or Animal, or for each Ton of Goods or other Article, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Regulations as to Tolls.

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

For



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*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

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For Articles or Persons conveyed on the *Reading* Railway for a less Distance than Six Miles the *South-eastern* Company may demand Tolls and Charges as for Six Miles:

For a Fraction of a Mile beyond Six Miles or beyond any greater Number of Miles the *South-eastern* Company may demand Tolls as for One Mile:

For a Fraction of a Ton the *South-eastern* 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:

With respect to Stone and Timber, Fifteen 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 on in proportion for any smaller Quantity.

XXI. And with respect to small Packages, and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the *South-eastern* Company may demand and take the Tolls following; (that is to say,) Tolls for small Parcels and Articles of great Weight.

For the Carriage of small Parcels (that is to say), Parcels not exceeding Five hundred Pounds Weight each, the *South-eastern* Company may demand and take the Tolls following; (that is to say,)

For the Carriage of such small Parcels on the *Reading* Railway or any Part thereof, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Fourpence:

For any Parcel exceeding Seven Pounds in Weight but not exceeding Fourteen Pounds in Weight, Eightpence:

For any Parcel exceeding Fourteen Pounds in Weight but not exceeding Twenty-eight Pounds in Weight, One Shilling and Fourpence:

For any Parcel exceeding Twenty-eight Pounds in Weight but not exceeding Fifty-six Pounds in Weight, Two Shillings:

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

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

[Local.]

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For

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*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

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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, exceeds Four Tons but does not exceed Eight Tons, the *South-eastern* Company may demand and take such Sum as they think fit, not exceeding Sixpence *per Ton per Mile* :

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, exceeds Eight Tons, the *South-eastern* Company may demand such Sum as they think fit.

Passengers  
Luggage.

XXII. That every Passenger travelling upon the *Reading* Railway may take with him his ordinary Luggage, not exceeding One hundred Pounds in Weight for First-class Passengers, and Sixty Pounds in Weight for Second and Third Class Passengers, without any Charge being made for the Carriage thereof.

Maximum  
Charges for  
Passengers.

XXIII. That the maximum Rate of Charge to be made by the *South-eastern* Company for the Conveyance of Passengers upon the *Reading* Railway, including the Tolls for the Use of that Railway, and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums :

For every Passenger conveyed in a First-class Carriage, the Sum of Twopence Halfpenny *per Mile* :

For every Passenger conveyed in a Second-class Carriage, the Sum of One Penny Three Farthings *per Mile* :

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

Maximum  
Charge for  
Goods, &c.

XXIV. And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rates of Charge to be made by the *South-eastern* Company, including the Tolls for the Use of the *Reading* Railway, and Waggon or Trucks and locomotive Power, and every Expense incidental to such Conveyance, except the loading and unloading of Goods where such Service is performed by the *South-eastern* Company, shall not exceed the following Sums :

For every Horse, or other Beast of Draught or Burden in this Act classed with Horses, the Sum of Fourpence *per Mile* :

For Cattle, the Sum of Twopence *per Head per Mile* :

For Calves and Pigs, Three Farthings each *per Mile* :

For Sheep and small Animals, One Halfpenny each *per Mile* :

For every Carriage, the Sum of Sevenpence *per Mile* :

For Coals, Coke, Ironstone, and other Articles in this Act classed therewith, the Sum of Twopence *per Ton per Mile* :

For

*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

For Manure, and other Articles in this Act classed therewith, the Sum of Three Halfpence *per Ton per Mile*:

For Sugar, and other Articles in this Act classed therewith, the Sum of Twopence *per Ton per Mile*:

For Cotton, and other Goods and Articles classed therewith, the Sum of Threepence *per Ton per Mile*.

XXV. Provided always, That the Restrictions as to the Charges to be made for Passengers shall not extend to any Special Train that may be required to be run upon the *Reading* Railway, but shall apply only to the ordinary Trains appointed from Time to Time by the *South-eastern* Company for the Conveyance of Passengers and Goods upon the *Reading* Railway.

Restrictions as to Passengers not to apply to Special Trains.

XXVI. Provided always, That this Act, or anything therein contained, shall not prevent the *South-eastern* Company from taking any increased Charge, over and above the Charges by this Act 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 to the Conveyance thereof by Passenger Trains, or by reason of any other special Service performed by the *South-eastern* Company in relation thereto.

Increased Charges by Agreement.

And with respect to the perpetual Annuities created by this Act, be it enacted as follows:

XXVII. That, from and after the passing of this Act the whole Undertaking of the *South-eastern* Company shall be charged with the Payment to the Shareholders in the *Reading* Company, their Successors, Executors, Administrators and Assigns, of Forty thousand perpetual Annuities of One Pound and Sixpence each (making the aggregate perpetual Annuity of Forty-one thousand Pounds), by way of Commutation for the yearly Rent and other yearly Sums payable under the recited Lease by the *South-eastern* Company to or for the Benefit of the *Reading* Company.

Annuity of 41,000*l.* charged on Undertaking of *South-eastern* Company in favour of Shareholders of *Reading* Company.

XXVIII. That on the passing of this Act the Annuities shall vest in and belong to the several Parties who at the passing of this Act are the Shareholders in the *Reading* Company, and shall vest in and belong to them respectively in the Proportion of One Annuity of One Pound and Sixpence for every One Share of Twenty Pounds in the *Reading* Company.

Annuities to vest in those Shareholders in the Proportion of 1*l.* 0*s.* 6*d.* for every 20*l.* *Reading* Share.

XXIX. That Annuities shall in all respects, both at Law and in Equity, be substituted for and represent the Shares in the *Reading* Company,

Annuities to represent Shares in

*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852*

Reading  
Company.

Company, and the several Parties in whom the Annuities become vested under this Act shall be possessed thereof respectively upon the same Trusts, and subject to the same Powers, Provisions, Charges, and Liabilities, as those upon and to which their respective Shares in the *Reading* Company are at the Time of the passing of this Act held and subject, and the Annuities shall accordingly pass or be affected by any Will or other Testamentary Instrument disposing of or affecting such Shares.

South-  
eastern  
Company to  
issue Cer-  
tificates for  
Annuities.

XXX. That the *South-eastern* Company shall, at their own Expense, issue to every Party in whom any Annuity becomes vested under this Act, or to his Successors, Executors, Administrators, or Assigns, on Demand in Writing made by him or them of that Company, and on Delivery by him or them to that Company of the Certificate of the Share in the *Reading* Company for which the Annuity is substituted, a Certificate of the Annuity; and such Certificate may be in the Form in the Schedule to this Act annexed, or to the like Effect.

Provision in  
Case of Loss  
of Certifi-  
cates of  
Shares in  
Reading  
Company.

XXXI. Provided always, That if any Certificate of a Share in the *Reading* Company be lost or destroyed, then, on Proof thereof to the Satisfaction of the Directors of the *South-eastern* Company, that Company shall issue to the Party entitled to the Certificate so lost or destroyed a Certificate of the Annuity substituted for that Share.

Number of  
Annuities  
for which  
Certificates  
to be issued.

XXXII. That, subject to the Provisions of this Act, the Certificates for Annuities issued by the *South-eastern* Company to any Party entitled thereto shall be so many, and each of them for so many Annuities, but not exceeding in the aggregate the whole Number of his Annuities, as he, by Notice in Writing to the *South-eastern* Company, requires: Provided always, that that Company may demand of every such Party requiring more than One Certificate for his Annuities any Sum not exceeding Two Shillings and Sixpence for every Certificate issued to him beyond One: Provided also, that if or so far as any Party entitled to more than One Annuity does not require any particular Number of Certificates to be issued to him, then the Certificates issued to him shall be so many, and each of them for so many Annuities, but not exceeding in the aggregate the whole Number of his Annuities, as that Company think fit, but they shall not demand any Sum for any such Certificate.

Certificates  
to be num-  
bered.

XXXIII. That the Certificates of the Annuities shall be numbered in arithmetical Progression, beginning with Number One, and every such Certificate shall be distinguished by its appropriate Number,

*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

Number, and shall express the Numbers of the Shares in the *Reading* Company for which the Annuities specified in the Certificate are substituted.

XXXIV. That the Annuities shall be Personal Estate, and trans-  
missible as such, and shall not be of the Nature of Real Estate.

Annuities to  
be Personal  
Estate.

XXXV. That the *South-eastern* Company shall keep a Book, to be called "The Register of *Reading* Annuitants," and shall enter therein fairly and distinctly from Time to Time the Names of the several Corporations and the Names and Additions of the several Persons respectively entitled to the Annuities, and the Number of Certificates of Annuities to which they respectively are entitled, and the respective Amounts of their Annuities; and their Surnames or Corporate Names shall be placed in alphabetical Order.

Register of  
Reading  
Annuitants.

XXXVI. That, in addition to the Register of *Reading* Annuitants, the *South-eastern* Company shall keep another Book, to be called "The *Reading* Annuitants Address Book," and shall enter therein, fairly and distinctly, from Time to Time, in alphabetical Order, the Corporate Names with the Places of Business of such Annuitants being Corporations, and the Surnames of the several other Annuitants, with their respective Christian Names, Places of Abode, and Descriptions, so far as the same are known to the *South-eastern* Company; and every such Annuitant and every Shareholder of that Company, or if such Annuitant or Shareholder be a Corporation, the Clerk or Agent of such Corporation, may at all convenient Times peruse the Book *gratis*, and may require a Copy thereof or of any Part thereof; and for every Hundred Words so required to be copied the *South-eastern* Company may demand a Sum not exceeding Sixpence.

Reading  
Annuitants  
Address  
Book.

XXXVII. That the Certificate of any Annuity shall be admitted in all Courts as *primâ facie* Evidence of the Title of the Holder thereof, his Executors, Administrators, Successors, or Assigns, to the Annuity therein specified; nevertheless the Want of such Certificate shall not prevent the Holder of any Annuity from disposing thereof.

Certificate to  
be Evidence.

XXXVIII. That if the Certificate of any Annuity be worn out or damaged, then, on its being produced at some Meeting of the Directors of the *South-eastern* Company, those Directors may order  
[Local.] 16 U it  
Certificates  
of Annuities  
to be re-  
newed when  
lost, &c.

*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

it to be cancelled, and thereupon that Company shall issue a similar Certificate to the Party then entitled to the Certificate so worn out or damaged, or if any such Certificate be lost or destroyed, then, on Proof thereof to the Satisfaction of those Directors, that Company shall issue a similar Certificate to the Party then entitled to the Certificate so lost or destroyed, and in either Case a due Entry of the substituted Certificate shall be made by that Company in the Register of *Reading* Annuitants; and for every such substituted Certificate that Company may demand any Sum not exceeding Two Shillings and Sixpence.

Provisions of  
8 & 9 Vict.  
c. 16. as to  
Transfers,  
&c. to apply  
to Annuities.

XXXIX. That the several Provisions "with respect to the Transfer or Transmission of Shares" of "The Companies Clauses Consolidation Act, 1845," shall, *mutatis mutandis*, apply to the Annuities, and to the Transfer and Transmission thereof, and to the Freedom of the *South-eastern* Company from Liability to see to the Execution of Trusts to which the Annuities may be subject, and to Receipts for the Annuities: Provided always, that the Book to be kept according to those Provisions shall be called "The Register of Transfers of the *Reading* Annuities."

Priority of  
preferential  
Dividends  
and pre-  
ferential  
Interest.

XL. That, subject to the Provisions of this Act, the Annuities shall be payable and paid in preference to all Interest and Dividends from Time to Time payable to any of the Shareholders of the *South-eastern* Company, or to any of the Mortgagees, Bondholders, or Debenture Holders of that Company: Provided always, that the present Mortgage or Bond Debt of the *South-eastern* Company, not exceeding Two Millions of Pounds Sterling, or such Part thereof as for the Time being is not paid off, and the Interest payable thereon, not exceeding One hundred thousand Pounds Sterling *per Annum*, and if that Debt or any Part thereof be renewed or be paid off, and the Amount or any Part thereof be reborrowed, or if the Debt or any Part thereof be converted into any Preference Shares or Stock on which any fixed Rate of Interest or Dividend is guaranteed by the *South-eastern* Company, or be paid off by Money raised by any such Shares or Stock, all such renewed Debt, or the Amount reborrowed, and the Interest thereon, and all such guaranteed Interest or Dividend, shall have Preference over the Annuities; provided that the Amount of Debt shall not exceed Two Millions of Pounds, and the Interest thereon, and such guaranteed Interest and Dividend shall not exceed One hundred thousand Pounds *per Annum*.

XLI. That

*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

XLI. That the Annuities shall be computed from the Day for Payment of a Dividend on the Capital of the *Reading* Company last before the passing of this Act. Period for Commencement of Annuities.

XLII. That the Annuities shall be paid at the principal Office or Place of Business in or near *London* of the *South-eastern* Company, in net Money, clear of all Deductions whatsoever (except any Income or Property Tax, or other Tax in the Nature thereof, legally chargeable thereon), and shall be so paid by equal half-yearly Payments on the Fifteenth Day of *March* and the Fifteenth Day of *September* in every Year, the first of such half-yearly Payments to be made on such One of those Days as happens next after the passing of this Act: Provided always, that the *South-eastern* Company shall not be bound to pay any Annuity until the Party entitled thereto has demanded, as by this Act provided, a Certificate of it: Provided also, that any Annuity in arrear, and not wrongfully withheld by the *South-eastern* Company, shall not bear Interest as against that Company. Period for Payment of Annuities.

XLIII. That the Holders of the Annuities may enforce the Payment of the Arrears thereof by a Receiver, and for that Purpose the several Provisions in that Behalf applicable of "The Companies Clauses Consolidation Act, 1845," shall, *mutatis mutandis*, apply to those Holders and such Receiver; provided always, that the Amount in arrear to authorize a Requisition for a Receiver shall be Five thousand Pounds. Payment of Arrears may be enforced by Appointment of a Receiver.

XLIV. That the Holders of the Annuities shall not, as such, be entitled to vote or attend at any Meetings of the *South-eastern* Company, and, except as by this Act expressly provided, shall not be entitled in any other Way to interfere in any of the Affairs of that Company. Holders of Annuities not entitled to vote.

XLV. That within One Month after the passing of this Act the *South-eastern* Company shall give a printed Notice thereof to every Shareholder of the *Reading* Company, and such Notice shall state concisely the Provisions of this Act affecting the Shareholders in that Company, and every such Notice shall be signed by the Secretary of the *South-eastern* Company or his Deputy in that Behalf, and such Notices shall be sent by the Post as Letters addressed to the Shareholders of the *Reading* Company, according to their respective Addresses in the Share Register of the *Reading* Company. Notice of this Act to be given to Reading Shareholders.

And

*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

And with respect to sundry Matters, be it enacted as follows :

Existing  
Mortgages,  
&c. of South-  
eastern  
Company  
not to be  
prejudiced.

XLVI. Provided always, That, except as by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, or prejudicially affect any of the Rights or Interests of the now existing Mortgagees, Bond Holders, or Debenture Holders, or guaranteed Shareholders of the *South-eastern* Company.

Saving  
Rights of  
certain  
Railway  
Companies.

XLVII. Provided always, That, except as by this Act expressly provided, and notwithstanding the Repeal of the *Reading* Acts, this Act or anything therein contained shall not take away, lessen, or prejudicially affect any of the Estates, Rights, Interests, Powers, Authorities, and Privileges of the *South-eastern* Company, the *London and South-western* Railway Company, the *London, Brighton, and South-Coast* Railway Company, the *Direct London and Portsmouth* Railway Company, and the *Great Western* Railway Company, or any of those Companies respectively.

Nothing to  
give the  
South-east-  
ern Company  
any greater  
or other  
Rights under  
a certain  
Agreement  
than such as  
they were  
possessed of  
or entitled to  
before the  
passing of  
this Act.

XLVIII. That nothing in this Act contained shall give to the *South-eastern* Company any greater or other Rights under an Agreement dated the Sixteenth Day of *April* One thousand eight hundred and forty-seven, between the *Reading* Company and the *London and South-western* Railway Company, or under any Provision contained in the *Reading* Acts and "The *London and South-western* Railway, *Farnham and Alton* Branch, Act, 1846," and "The *Guildford Extension and Portsmouth and Fareham* Railway Act, 1845," or any of those Acts, upon or in exercise of which Provisions that Agreement purports to be made, than such (if any) as the *South-eastern* Company were before the passing of this Act possessed of or entitled to, nor shall in any way prejudice or affect any Question between any of those Three Companies arising out of that Agreement or those Provisions.

Interest not  
to be paid on  
Calls paid  
up.

XLIX. That the *South-eastern* Company shall not, out of any Money by this or any other Act relating to that Company authorized to be raised, pay to any Shareholder Interest or Dividend on the Amount of Calls made in respect of the Shares held by him.

Deposits on  
future Bills  
not to be  
made out of  
Company's  
Capital.

L. That the *South-eastern* Company shall not, out of any Money by this Act or any other Act relating to that Company authorized to be raised, pay or deposit any Sum of Money which by any Standing Order of either House of Parliament for the Time being in force may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing



*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

rizing that Company to construct any Railway or execute any other Work or Undertaking.

LI. That this Act or anything therein contained shall not exempt the Railway or the *South-eastern* Company from the Provisions of the Acts of the First and Second of *Victoria*, Chapter Ninety-eight, of the Fifth and Sixth of *Victoria*, Chapter Fifty-five, of the Seventh and Eighth of *Victoria*, Chapter Eighty-five, of the Ninth and Tenth of *Victoria*, Chapter Fifty-seven, and of the Fourteenth and Fifteenth of *Victoria*, Chapter Sixty-four respectively, but such Provisions shall be in force in respect to the Railway and that Company so far as the same are applicable thereto.

Railway, &c. not exempt from Provisions of certain existing General Railway Acts.

LII. That this Act or anything therein contained shall not exempt the Railway from the Provisions of any General Act relating to the recited Acts or this Act, or of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act.

Railway not exempt from Provisions of future General Railway Acts.

LIII. That all the Costs, Charges and Expenses of and incident to the obtaining and passing of this Act shall be paid by the *South-eastern* Company.

Expenses of Act.

And with respect to the Provisions in favour of particular Parties of the *Reading* Acts, be it enacted as follows; to wit,

LIV. That, notwithstanding the Repeal of the *Reading* Acts, the several Sections and Provisions cited in this Section of those Acts shall respectively, so far as the same are immediately before the passing of this Act in force, remain in force, and this Act, and the several Powers and Provisions thereof, shall accordingly be in all respects subject and without prejudice to those cited Sections and Provisions respectively, and this Act, or anything therein contained, shall not (except only as regards the Interpretation provided for by this Section) alter, interpret the Meaning of, or otherwise affect those cited Sections and Provisions or any of them: Provided always, that the Expression "the Company," and all Words and other Expressions relating to the *Reading* Company in those cited Sections and Provisions or any of them contained, shall, after the passing and for the Purposes of this Act, mean the *South-eastern* Company, and those cited Sections and Provisions shall have Effect and be performed and observed accordingly; to wit,

Certain Sections of *Reading* Acts to remain in force notwithstanding their Repeal.

*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

As to Junctions with other Lines.

9 & 10 Vict. c. 171. s. 20.—“ And be it enacted, That the Line  
“ of the Railway and Branch Railways at the Points of Junction  
“ with the *Great Western Railway*, the *London and South-western*  
“ *Railway*, the *London and Brighton Railway*, the proposed  
“ *Guildford, Chichester, Portsmouth, and Fareham Railway*, and the  
“ *South-eastern Railway* respectively, and all such Openings in the  
“ Ledges and Flanches of the said last-mentioned Railways, or any or  
“ either of them, as may be convenient for effecting such Junctions,  
“ shall be made and effected under the Directions and Superintendence  
“ of the respective Engineers for the Time being of the said last-  
“ mentioned Railways.”

Saving Rights of certain Railway Companies.

9 & 10 Vict. c. 171. s. 21. — “ And be it enacted, That, save as  
“ herein is expressly enacted, nothing in this Act contained shall  
“ extend to prejudice, diminish, alter, or take away any of the Rights,  
“ Privileges, Powers, or Authorities vested in the *Great Western*  
“ *Railway Company*, the *London and South-western Railway Com-*  
“ *pany*, the *London and Brighton Railway Company*, or the *South-*  
“ *eastern Railway Company* respectively, but saving and reserving  
“ to such Companies respectively all the Rights, Privileges, and  
“ Franchises to them respectively belonging, and also saving and  
“ reserving all such Powers, Authorities, and Provisions in the several  
“ Acts relating thereto respectively as if this Act had not been  
“ passed.”

Powers of this Company limited as regards Interference with the London and South-western Railway.

9 & 10 Vict. c. 171. s. 46. — “ And be it enacted, That, notwith-  
“ standing anything in this Act or the said recited Acts contained,  
“ it shall not be lawful for the Company hereby incorporated,  
“ without such Consent of the said *South-western Railway Company*  
“ as last aforesaid, to acquire any Right or Property in any of the  
“ Lands of the *London and South-western Railway Company*, but  
“ only the Right, subject to the Provisions of this Act, of executing  
“ the several Works necessary and proper for completing and from  
“ Time to Time repairing the Railway and Works hereby authorized  
“ to be made, upon, under, or through the said Lands of the said  
“ *London and South-western Railway Company*; and all such  
“ Repairs shall be done under the Direction and Superintendence  
“ and to the Satisfaction of the principal Engineer of the said last-  
“ mentioned Company.”

Penalty in case of Interruption to the Traffic of the London and South-

9 & 10 Vict. c. 171. s. 47. — “ And be it enacted, That if by reason  
“ of the Construction of the Railway and Works hereby authorized to  
“ be made under or across the said *London and South-western Railway*  
“ Interruption shall at any Time be occasioned to the Traffic passing  
“ upon the same Railway, or if any such Interruption shall be occa-  
“ sioned

*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

“ sioned during any Repair of the said Railway and Works hereby  
“ authorized to be made, or by reason of any Want of Repair or due  
“ and proper Maintenance thereof, the Company hereby incorporated  
“ shall forfeit and pay to the said *London and South-western* Railway  
“ Company the Sum of Twenty Pounds for every Hour during which  
“ such Interruption shall continue; and the same Sum shall and may  
“ be recovered, with full Costs of Suit, by the said *London and South-*  
“ *western* Railway Company, of and from the Company hereby incor-  
“ porated, in an Action of Debt in any of Her Majesty’s Superior  
“ Courts at *Westminster*.”

western  
Railway.

9 & 10 Vict. c. 171. s. 48.—“ And be it enacted, That nothing in this  
“ Act contained shall extend or be deemed or construed to extend  
“ to authorize or enable the Company hereby incorporated to take or  
“ enter upon any of the Lands or Grounds belonging to the *London*  
“ *and South-western* Railway Company, or to the Company of Pro-  
“ prietors of the said *Guildford and Chichester* Railway, or to alter,  
“ vary, or interfere with the said *London and South-western* Railway,  
“ or with the said *Guildford, Chichester, Portsmouth, and Fareham*  
“ Railway, or any of the Works thereof respectively, further or other-  
“ wise than is hereby expressly authorized, without the respective  
“ Consent in Writing of the said *London and South-western* Railway  
“ Company and of the Proprietors of the said *Guildford and Chi-*  
“ *chester* Railway in every Instance for that Purpose first had and  
“ obtained.”

Not to take  
the Land, &c.  
belonging to  
the *London*  
and *South-*  
*western*  
Railway or  
the *Guild-*  
*ford* and  
*Chichester*  
Railway,  
without Con-  
sent.

9 & 10 Vict. c. 171. s. 49.—“ And be it enacted, That nothing in  
“ this Act contained shall extend to enable the Company hereby in-  
“ corporated to enter upon, purchase, take, or use any Lands belonging  
“ to the *Great Western* Railway Company, or which they may have  
“ the Right to purchase, nor to alter, vary, or interfere with the  
“ said *Great Western* Railway or any Works connected therewith,  
“ without the Consent in Writing of the Directors of the said  
“ Company.”

Not to inter-  
fere with  
*Great West-*  
*ern* Railway,  
without  
Consent.

10 & 11 Vict. c. 241. s. 16.—“ And be it enacted, That the said  
“ *Reading, Guildford, and Reigate* Railway Company shall save  
“ harmless and indemnify the said *London and Portsmouth* Railway  
“ Company from all legal or equitable Contracts *bonâ fide* entered  
“ into by the said *Direct London and Portsmouth* Railway Com-  
“ pany prior to the Fourth Day of *June* One thousand eight hundred  
“ and forty-seven, with reference to the Purchase of Lands between  
“ *Gomshall* and *Dorking*, and which Lands may not be required to  
“ be purchased by the said Company owing to the Repeal by this Act  
“ of the Restrictions imposed on the said *Reading, Guildford, and*  
“ *Reigate* Railway Company as to the Construction of their Railway  
“ between

Indemnify-  
ing *London*  
and *Port-*  
*smouth* Rail-  
way Com-  
pany from  
certain Con-  
tracts.

*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

“ between the said Points: Provided always, that the said *Reading, Guildford, and Reigate* Railway Company shall have full Notice of all Claims which may be made under such Contracts, and the sole Right of resisting or negotiating a Settlement thereof, as to them may seem expedient.”

Company not to interfere with London and South-western Railway, except for the Purposes of Junction.

12 & 13 Vict. c. 28. s. 13.—“ And be it enacted, That, notwithstanding anything in this Act contained, it shall not be lawful for the Company, without the Consent of the *London and South-western* Railway Company, under their Common Seal, first had and obtained, to acquire any Right or Property in any of the Lands of the same Company, but only the Right, subject to the Provisions of this Act, of forming and maintaining upon the Lands of the same Company such Works as shall be necessary and proper for effecting a Junction, by means of the Railway hereby authorized to be made, with the Line of the said *London and South-western* Railway, and all such Works shall be formed and from Time to Time repaired and maintained, and all such Openings in the Ledges and Flanches of the same Railway as may be convenient for effecting such Junction shall be made, at the Expense of the said *Reading, Guildford, and Reigate* Railway Company, under the Superintendence and Direction and to the Satisfaction of the principal Engineer for the Time being of the said *London and South-western* Railway Company.”

Saving Rights of London and South-western Railway Company.

12 & 13 Vict. c. 28. s. 14. — “ And be it enacted, That, save as herein is expressly enacted, nothing in this Act contained shall extend to prejudice, alter, or take away any Rights, Powers, Privileges, or Authorities vested in the said *London and South-western* Railway Company.”

Power to carry Line of Railway across certain Roads on the Level.

12 & 13 Vict. c. 28. s. 15. — “ And whereas in the Construction of the *Reading, Guildford, and Reigate* Railway it has been found expedient to carry the said Railway across the several Highways numbered on the Plans referred to in ‘*The Reading, Guildford, and Reigate* Railway Act, 1846,’ as follows, (that is to say,) ‘46 in the Parish of *Buckland*, 37 in the Parish of *Betchworth*, 87 and 113 in the Parish of *Dorking*, 39 in the Parish of *Abinger*, 40, 65, 66, and 68 in the Parish of *Shiere*, 28 and 57 in the Parish of *Albury*, 21 in the Parish of *Saint Martha*, 1, 9, 30, 31, and 47 in the Parish of *Shalford*, 38, 68, & 100 in the Parish of *Ash*, all in the County of *Surrey*, on the Level with such Highways:’ Be it enacted, That, subject to the Provisions contained in the said ‘*Railways Clauses Consolidation Act*’ in reference to the crossing of Roads on the Level, it shall be lawful for the *Reading, Guildford, and Reigate* Railway Company to carry the Railway by the first-recited Act authorized to be made across and on the Level of the said Highways respectively.”

12 & 13 Vict.

*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

12 & 13 Vict. c. 28. s. 16. — “ And be it enacted, That for the  
 “ greater Convenience and Security of the Public the Company shall  
 “ erect and permanently maintain either a Station or Lodge at the  
 “ Points where the said Railway crosses the before-mentioned Roads  
 “ on the Level; and the said Company shall be subject to and shall  
 “ abide by such Rules and Regulations with regard to the crossing of  
 “ such Roads on the Level, or with regard to the Speed at which  
 “ Trains shall pass such Roads, as may from Time to Time be made  
 “ by the Commissioners of Railways; and if the said Company shall  
 “ fail to erect or at all Times maintain any such Station or Lodge, or  
 “ appoint a proper Person to watch or superintend the Crossing at  
 “ any such Point or Station, or to observe or abide by any such Rule  
 “ or Regulation as aforesaid, they shall for every such Offence be  
 “ liable to a Penalty of Twenty Pounds, and also to a daily Penalty  
 “ of Ten Pounds for every Day such Offence shall continue after such  
 “ Penalty of Twenty Pounds shall have been incurred.”

Company to  
erect a Sta-  
tion or Lodge  
at the Points  
of Crossing,  
and to abide  
by the Regu-  
lations of the  
Commis-  
sioners of  
Railways.

12 & 13 Vict. c. 28. s. 17. — “ Provided always, and be it  
 “ enacted, That it shall be lawful for the Commissioners of Rail-  
 “ ways, if it shall appear to them to be necessary for the Public, at  
 “ any Time, either before or after the Railway hereby authorized to  
 “ be carried across the said Roads on the Level shall have been com-  
 “ pleted and opened for public Traffic, to require the Company,  
 “ within such Time as the said Commissioners shall direct, and at  
 “ the Expense of the Company, to carry any or either of the herein-  
 “ before mentioned Roads either under or over the Railway, by  
 “ means of a Bridge or Arch, in lieu of crossing the same on the  
 “ Level, or to execute such other Works as under the Circumstances  
 “ of the Case shall appear to the said Commissioners best adapted  
 “ for removing or diminishing the Danger arising from any such level  
 “ Crossing.”

Commis-  
sioners of  
Railways  
may require  
a Bridge to  
be erected  
in lieu of  
level Cross-  
ing.

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*The South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852.*

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SCHEDULE referred to by the foregoing Act.

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*Form of Certificate for perpetual yearly Sums.*

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The South-eastern Railway Company.—Reading, Guildford, and  
Reigate Amalgamation.

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Certificate for a perpetual yearly Sum.

No. [            ]. £ [            ].

By virtue of the South-eastern, and Reading, Guildford, and Reigate  
Railways Amalgamation Act, 1852, we, the South-eastern Railway  
Company, certify, That [A. B. of, &c.] is under that Act entitled to  
One perpetual yearly Sum of £ [            ], substituted for the [            ]  
Shares of £20 each in the dissolved Reading, Guildford, and Reigate  
Railway Company, numbered respectively [            ], and that that  
perpetual yearly Sum is payable to him, his Executors, Adminis-  
trators, or Assigns, at our principal Office in or near London, by equal  
half-yearly Payments on the Fifteenth Day of March and the  
Fifteenth Day of September. Given under our Common Seal, this  
[            ] of [            ], A. D. [            ].

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LONDON:

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