



ANNO DECIMO NONO & VICESIMO

VICTORIÆ REGINÆ.

Cap. xcii.

An Act for making a Railway from the *Epsom* Branch of the *London, Brighton, and South Coast* Railway at *Epsom* to *Leatherhead*.

[14th July 1856.]

WHEREAS the making of a Railway from the *Epsom* Branch of the *London, Brighton, and South Coast* Railway at *Epsom* to *Leatherhead* in the County of *Surrey* would be of great public and local Advantage: And whereas the Persons hereinafter named, with others, are willing at their own Expense to carry such Undertaking into execution, but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

I. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," shall be incorporated with and form Part of
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corporated.

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this Act, save as to such of the Provisions thereof (if any) as may be expressly altered by this Act.

Short Title. II. This Act may be cited for all Purposes as "The *Epsom and Leatherhead* Railway Act, 1856."

"The Company." III. The Expression "the Company," as herein used, shall denote the Company incorporated by this Act.

Incorporation of Company. IV. *Thomas Grissell, Reginald Frederick Remington, John Hackblock*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway herein-after described, with all proper Works and Conveniences belonging thereto, according to the Provisions of this Act and the Acts incorporated herewith, and for other the Purposes herein and in the said Acts contained, and for the Purposes aforesaid such Company shall be incorporated by the Name of *Epsom and Leatherhead* Railway Company, and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein and in the said Acts contained.

Capital. V. The Capital of the Company shall be Thirty thousand Pounds, and all and every Part of the Money so to be raised shall be applied only in carrying into execution the Objects and Purposes of this Act.

Shares. VI. The Number of Shares into which the said Capital shall be divided shall be Three thousand, and the Amount of each Share shall be Ten Pounds.

Calls. VII. Three Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders upon any Share, and Two Months at the least shall be the Interval between successive Calls.

Closing of Transfer Books. VIII. It shall be lawful for the Directors to close the Register of Transfers for a Period not exceeding Seven Days previous to each Special or Extraordinary Meeting, and they may fix a Day for the closing of the same, of which Seven Days Notice shall be given by Advertisement in the Newspaper herein prescribed, and any Transfer made during the Time when the Transfer Books are so closed shall, as between the Company and the Party claiming under the same, but not otherwise, be considered as made subsequently to such Special or Extraordinary Meeting.

IX. It

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IX. It shall be lawful for the Company to borrow on Mortgage or Bond any Sum not exceeding in the whole the Sum of Ten thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital Sum of Thirty thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up ; and all and every Part of the Moneys so to be borrowed on Mortgage or Bond shall be applied only in carrying into execution the Objects and Purposes of this Act.

Power to borrow on Mortgage.

X. It shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of such Receiver in the event of the Principal and Interest Moneys due on such Mortgages not being duly paid, the aggregate Amount of the Principal Money owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than One thousand Pounds in the whole.

Arrears may be enforced by Appointment of a Receiver.

XI. The First Ordinary Meeting of the Company shall be held within Three Months after the passing of this Act, and the future Ordinary Meetings shall be held in the Months of *February* and *August* in each Year, and all Meetings, whether ordinary or extraordinary, shall be held in *London*.

First and other General Meetings.

XII. The Scale according to which the Shareholders may vote in respect of their Shares shall be as follows ; (that is to say,)

Scale of voting.

For every Share up to Five Shares, One Vote :

For more than Five Shares an additional Vote for every Five Shares up to One hundred, and One Vote in addition for every Ten Shares beyond One hundred.

XIII. Subject to the Provisions herein-after contained for reducing the Number of Directors, the Number of Directors shall be Eight, and the Qualification of each Director shall be the Possession in his own Right of Twenty-five Shares in the Undertaking.

Number of Directors.

XIV. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, but the whole Number of Directors after any such Reduction shall not be less than Five.

Power to reduce the Number of Directors.

XV. *Alexander Charles Barclay, Thomas Grissell, John Hackblock, Ross Donnelly Mangles, Frederick Mangles, Daniel Maydwell, Reginald Frederick Remington, and John Smith* shall be the First Directors of the Company.

First Directors of the Company

XVI. The

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Quorum.

XVI. The Quorum of a Meeting of Directors shall be Three.

Committee of Directors.

XVII. The Quorum of Committees of Directors shall be Three, and when such Committees shall not exceed Three such Quorum shall be Two.

Election of Directors.

XVIII. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act, or any of them, or may elect new Directors to supply the Place of those not continuing in Office, the Directors appointed by this Act being eligible for Re-election; and at the corresponding Ordinary Meeting to be held in the next and every succeeding Year the Shareholders present, personally or by Proxy, shall elect Persons to supply the Place of the Directors then retiring from Office in Rotation, agreeably to the Provisions in the said "Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said last-mentioned Act.

Newspapers for Advertisements.

XIX. The Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper published in *London*.

Power to make Railway.

XX. It shall be lawful for the Company to make the Railway herein-after mentioned, with all proper Works and Conveniences connected therewith; (that is to say,)

A Railway, commencing by a Junction with the *Epsom* Branch of the *London, Brighton, and South Coast* Railway in the Parish of *Epsom* in the County of *Surrey*, at a Point thereon near to the *Epsom* Station on the said Branch Railway, and terminating at or near to the Gasworks in the Town and Parish of *Leatherhead* in the said County of *Surrey*.

Railway to be made according to deposited Plans.

XXI. Whereas Plans and Sections of the Railway showing the Line and Levels thereof, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers, of the Lands through which the same is intended to pass, have been deposited with the Clerk of the Peace for the County of *Surrey*: Be it enacted, That, subject to the Provisions contained in this Act and in the said Consolidation Acts, it shall be lawful for the Company to make and maintain the Railway and Works by this Act authorized in the Line and upon the Lands delineated

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delineated in the said Plans, and described in the said Books of Reference, and upon the Levels defined on the Sections, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose.

XXII. The Railway shall pass from, through, or into the following Parishes; (that is to say,) *Epsom, Ashtead, and Leatherhead*, all in the County of *Surrey*. Line of Railway.

XXIII. The Quantity of Land to be taken by the Company for extraordinary Purposes shall not exceed Five Acres. Land for extraordinary Purposes.

XXIV. All Communications between the Railway hereby authorized and the *Epsom Branch of the London, Brighton, and South Coast Railway*, if and when made, shall be effected and for ever after maintained at the Expense of the Company in a substantial and workmanlike Manner, and in the Manner approved of from Time to Time by and to the reasonable Satisfaction of the Engineer for the Time being of the *London, Brighton, and South Coast Railway Company*. As to Communications with the London, Brighton, and South Coast Railway.

XXV. All Communications between the Railway hereby authorized and the *London, Brighton, and South Coast Railway* shall be made at such Point within the Limits of Deviation defined upon the said Plans as shall be agreed upon between the Engineer of the Company and the Engineer of the *London, Brighton, and South Coast Railway Company*, and failing such Agreement, within Six Calendar Months from the Time of the passing of this Act, at such Point within the Limits aforesaid as shall be determined in Writing upon the Application by either of the said Companies by an Engineer to be appointed by the Lords of the Committee of Privy Council for Trade, under the Hand of One of their Secretaries for the Time being, and such Communications shall be made at no other Point without the Consent of the *London, Brighton, and South Coast Railway Company*, to be notified under their Common Seal: All the reasonable Expenses attending the Junction of the Two Railways aforesaid shall be borne by the Company hereby incorporated; and in case of any Dispute as to the Amount thereof, such Amount shall be determined by an Engineer agreed upon by both of the said Companies, or by One to be appointed by the Lords of the Committee of Privy Council for Trade as aforesaid. Communications with the London, Brighton, and South Coast Railway to be determined by the Engineers of the said Companies, or by an Engineer to be appointed by the Board of Trade.

XXVI. Except for the Purpose of the Communications as hereinbefore provided for, it shall not be lawful for the Company, or any other Company or Person under or in execution of this Act, or for any Not to interfere with the other Property of the London,

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Brighton,
and South
Coast Rail-
way Com-
pany.

any other Purpose, either permanently or temporarily to enter upon, take, use, occupy, or interfere with for any Purpose any of the Land or Property of the *London, Brighton, and South Coast Railway Company*, or which they have Power to take under any Act of Parliament, or to make or construct any Railways, Branch Railways, or other Works or Things upon, over, or across the same, either upon the Level or otherwise, or in any Manner to vary, alter, change, or interfere with the *London, Brighton, and South Coast Railway*, except as aforesaid, or any of the Works appertaining thereto, without the Consent of the said *London, Brighton, and South Coast Railway Company*, to be signified under the Common Seal of the said *London, Brighton, and South Coast Railway Company*.

Saving
Rights of
the London,
Brighton,
and South
Coast Rail-
way Com-
pany.

XXVII. Nothing in this Act contained shall, except where otherwise specifically enacted, prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities of or vested in or belonging to the *London, Brighton, and South Coast Railway Company*, but all their Rights, Powers, and Authorities under their several Acts of Parliament and otherwise are, except as aforesaid, hereby expressly saved and reserved as against and with respect to the Company.

Powers for
compulsory
Purchases
limited.

XXVIII. 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 Eighteen Months from the passing of this Act.

Period for
Completion
of Works.

XXIX. Subject to the Provisions herein contained, the Railway above described shall be completed within Three Years from the passing of this Act; and on the Expiration of such Period the Powers by this or the said Consolidation Acts granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Regulating
the Crossing
over the
Epsom Turn-
pike Road.

XXX. And whereas it is intended to carry the Railway over the *Epsom Turnpike Road* (numbered 3 upon the deposited Plans in the Parish of *Epsom*) by means of a Bridge: Therefore it shall not be lawful for the Company to alter the present Level or Width of the said Turnpike Road over which the Railway is to be carried as aforesaid, or of the Footpaths by the Sides thereof, or of any Part thereof respectively, and the Company shall leave a clear Height or Headway under the said Bridge from the Surface of the said Turnpike Road and every Part thereof of not less than Sixteen Feet, and from the Surface of the said Footpaths and every Part thereof respectively of not less than Eight Feet, increasing from the Height of the inner Sides of the said Footpaths respectively, if less than Sixteen Feet, to
Sixteen

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Sixteen Feet at the least at the outer Sides thereof next the said Turnpike Road, and that the Arch of the said Bridge shall be of the clear Width or Span of Fifty-two Feet, so as to leave clear and untouched the whole of the present Width of the said Turnpike Road and Footpaths, and that the said Bridge shall have Parapet Walls or close Fences on each Side thereof of not less than Six Feet in Height above the Surface of the said Railway; and that from both Ends of the said Two Parapet Walls or close Fences the Company shall make Screen Walls or close Fences, all of which shall be Fifty Feet in Length at the least along the Sides of the Railway, and shall carry all the said Screen Walls or close Fences to the same Height with the said Parapet Walls or first-mentioned close Fences respectively; (that is to say,) Six Feet above the Surface of the said Railway, and that the Company shall relay and make good all the Drains of the said Turnpike Road which may be interfered with, and that all such Works shall be done by and at the Expense of the Company.

XXXI. That in constructing the said Bridge and Works only One Half of the Surface of the said Turnpike Road and One Footpath shall be first interfered with, leaving the other Half of the said Turnpike Road and One Footpath for the Passage of the Public until such Time as it is certified in Writing by the Surveyor for the Time being of the Trustees of the said Turnpike Road that the Half of the said Turnpike Road and Footpath first interfered with have been restored to a good and proper State for the Safety and Convenience of the Public, when it shall be lawful for the Company to shut up the said other Half of the said Turnpike Road and the other Footpath respectively; and that all such Measures of Precaution for the public Safety during the Progress of the Railway, including the fencing of the said Works and lighting and watching the same by Night, shall be adopted by and at the Expense of the Company as shall from Time to Time be reasonably required in Writing by the said Surveyor for the Time being, and that the said Turnpike Road shall be restored in the same Lines as the present Road, with no Deviation therefrom; and the said Turnpike Road under the said Bridge, and the Footpaths and Curb Stones at the Edges thereof, shall be preserved or restored of such Materials and of such Quantity and Quality of each Material and in such Manner in all respects as shall from Time to Time be reasonably directed or required in Writing by the said Surveyor for the Time being.

Only Half of the Epsom Turnpike Road to be interfered with at once.

XXXII. That the Company shall finish and complete to the Satisfaction of the said Surveyor for the Time being the said Bridge, new Road, Footpaths, Parapet Walls, or close Fences, Screen Walls or Fences, and all other Works, Matters, and Things herein-before mentioned

Works connected with such Crossing of the Epsom Turnpike Road to

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be completed within Six Months from the Commencement.

tioned and required to be made or done by the Company, and restore and give to the Public the Use of the said Turnpike Road and Footpaths within Six Months from the Day on which the said Turnpike Road shall be first interfered with, or the Use of the same Road by the Public in any way interrupted or made less convenient than heretofore.

Company not to commence Works as to crossing Road until Notice given and Plans delivered.

XXXIII. That it shall not be lawful for the Company to commence any Work or Works in any way connected with the crossing the said Turnpike Road under the Care of the said Trustees until Ten Days after the Company shall have given Notice of their Intention to commence such Work or Works, and shall have delivered Plans and Drawings of the same to the said Surveyor for the Time being, and shall have explained in Writing to such Surveyor in what way it is proposed to carry on such Work or Works, and how far the carrying on of the same will interfere with the Safety and Convenience of the Passengers on the said Turnpike Road.

Alterations may be made in the Works with the Consent of the Trustees of the Epsom Turnpike Road.

XXXIV. That it shall be lawful for the said Trustees and Company to agree with each other for the carrying of the said Railway over the said Turnpike Road in any other Manner than is herein-before mentioned or provided for, and for the making, doing, and maintaining by the Company of all such Works, Matters, and Things as may be necessary or expedient for the Purposes aforesaid; and in case of any such Agreement it shall not be binding on the Company to do such of the Works, Matters, and Things herein required to be done by them as shall be by the said Agreement expressly dispensed with by the said Trustees.

All Works connected with the Turnpike Road to be constructed under the Superintendence of the Surveyor of the Trustees.

XXXV. That the said proposed Bridge, new Road, Footpaths, Parapet Walls, or close Fences, Screen Walls, or Fences, Drains, and all other Works connected with the crossing of the said Turnpike Road, and also all Repairs and Renewals of the said Bridge, Walls, and Works respectively which shall hereafter be made by the Company, shall be constructed and made and formed to the reasonable Satisfaction and under the Direction and Superintendence from Time to Time of the said Surveyor for the Time being, and that the Plans and Designs for the said Bridge and the Works connected therewith shall be such as shall be reasonably approved of by the said Surveyor for the Time being, and the Materials whereof the said Bridge and Works shall be constructed shall be good and sufficient for the respective Purposes for which such Materials shall be used, and of such Descriptions respectively as shall be reasonably approved of by the said Surveyor for the Time being; and in case in the Construction of the said Bridge and Works or any of them the Company shall do or cause any Injury or Damage to the said Turnpike Road or Footpaths,

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paths, or any Part thereof respectively, and shall not forthwith proceed to repair and make good such Injury or Damage to the reasonable Satisfaction of the said Surveyor for the Time being, or if by reason of the Construction of any of the Works hereby authorized or required to be constructed by the Company any Alteration of the said Turnpike Road or Footpaths, or of the Drains or Sewers under the same, shall in the Judgment of the said Surveyor for the Time being be rendered necessary, and the Company shall not, upon being required so to do by the said Surveyor for the Time being, proceed forthwith to make such Alteration to the reasonable Satisfaction of the said Surveyor, then and in any of such Cases it shall be lawful for the said Surveyor to cause all such Repairs and Alterations to be made as he in his Discretion shall think fit, and all reasonable Costs and Expenses of such Repairs and Alterations shall be paid on Demand by the Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the said Trustees from the Company, with full Costs of Suit, by Action in any of Her Majesty's Courts of Record at *Westminster*.

XXXVI. That if and so often as the Company shall fail to repair and to keep in good and complete Repair, to the reasonable Satisfaction of the said Surveyor for the Time being, the said Bridge, Parapet Walls, or close Fences, Screen Walls or Fences, and all other Works connected with crossing the said Turnpike Road or Footpaths, and if after Notice thereof given to the Company by or on behalf of the said Trustees the Company shall not for the Space of Three Days commence such Repair and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Trustees to proceed to repair and make good the same, causing as little Obstruction to the Railway in the Progress of such Repairs as may be, and all the reasonable Costs, Charges, and Expenses incurred by the said Trustees shall be paid on Demand by the Company, or on Failure of Payment for Twenty-one Days after such Demand the same may be recovered from the Company, with full Costs of Suit, by Action in any of Her Majesty's Courts of Record at *Westminster*.

If Company fail to keep Works in repair, the Trustees may repair the same and charge Costs to the Company.

XXXVII. That proper and sufficient Drainage for the said Turnpike Road shall be made and maintained by the Company, to the reasonable Satisfaction of the said Surveyor for the Time being, wherever any Alteration made by the Company shall affect the Drainage of the said Turnpike Road.

Epsom Turnpike Road to be drained.

XXXVIII. Whereas, pursuant to the Standing Orders of both Houses of Parliament and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Two thousand two hundred and

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fifty

Deposit Money not to be repaid until Line opened, or

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Half the
Capital paid
up and ex-
pended,
except on
Execution of
Bond, &c.

fifty Pounds, being One Tenth Part of Three Fourths of the Amount of the Estimate of the Expense of the Railway authorized by this Act, has been deposited with the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Two thousand two hundred and fifty Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the said Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the said Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the said Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain and Ireland*: Provided, that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Two thousand two hundred and fifty Pounds shall have been executed by the said Company, with One or more Sureties (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury), conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Two thousand two hundred and fifty Pounds if the said Company shall not, within the Time limited for the Completion of the said Railway, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended

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for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money and the Interest or Dividends thereof shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Moneys to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

XXXIX. It shall be lawful for the Company to demand any Tolls Tolls. for the Use of the Railway, not exceeding the following; (that is to say,)

In respect of the Tonnage of all Articles conveyed upon the Railway, or any Part thereof, as follows: For Articles of Merchandise.

For all Coal, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Plates of Iron, Slabs, Billets, and Rolled Iron, Bricks, Limestone, Lime, Salt, Sand, Fireclay, Cinders, and Slag, *per Ton per Mile* not exceeding One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

For all Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of public Roads or Highways, Culm, Charcoal, Coke, and all Stones for building, pitching, and paving, all Tiles, Slates, Clay (except Fireclay), Wire Iron, Sheet Iron, Hoop Iron, Chains, and all Iron Castings, including Railway Chairs, *per Ton per Mile* not exceeding One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

For all Grain, Corn, Flour, Sugar, Hides, Dyewoods, Earthenware, Timber, Staves, Deals, Metal (except Iron), Nails, Anvils, Vices, and for all Cotton and other Wools, Drugs, 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 Company, an additional Sum *per Ton per Mile* not exceeding One Penny:

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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 Company, *per* Mile not exceeding Sixpence, 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; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum *per* Mile not exceeding Twopence.

For Passengers and Cattle.

In respect of Passengers and Animals conveyed in Carriages upon the 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 Company, an additional Sum *per* Mile not exceeding One Penny:

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

For every Calf, Pig, Sheep, Lamb, Dog, 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 Company, an additional Sum *per* Mile not exceeding One Farthing.

Tolls for propelling Power.

XL. The Tolls which the Company may demand and receive for the Use of Engines for propelling Carriages on the Railway shall not exceed 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: Provided always, that nothing herein-before contained shall extend to any Case in which any Special Train may be required and be allowed by the Company.

Regulations as to the Tolls.

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

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

Provided always, that the said Company may not demand the said Tolls and Charges as for more than One Mile in respect of any Fraction of a Mile when such Articles are conveyed on Carriages and by Engines not belonging to the Company:

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For a Fraction beyond Three Miles, or beyond any greater Number of Miles respectively, the Company may demand Tolls as for One 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 :

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

For Articles weighing together more than One Ton and less than One Ton and a Half, conveyed on the Railway in One Carriage, the Company may demand Tolls as for One Ton and a Half :

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, 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.

XLII. And with respect to small Packages and single Articles of great Weight, the Company, notwithstanding the Rate of Tolls prescribed by this Act, may lawfully demand the Tolls following; (that is to say,)

Tolls for small Parcels and Articles of great Weight.

For the Carriage of any small Parcel, such Sum as they may think proper, not exceeding the Rates following; (that is to say,)

Not exceeding in Weight Seven Pounds, Threepence :

Exceeding Seven Pounds and not exceeding Fourteen Pounds, Sixpence :

Exceeding Fourteen Pounds and not exceeding Twenty-eight Pounds, Ninepence :

Exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds, One Shilling :

Exceeding Fifty-six Pounds, and not exceeding Five hundred Pounds, such Sum as 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 Terms 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 Sums as they may think fit, not exceeding Sixpence *per Ton per Mile* :

[*Local.*]

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For

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

Passengers
Luggage.

XLIII. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, One hundred and twelve 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.

Maximum
Charges for
Passengers.

XLIV. It shall not be lawful for the Company to demand or receive any greater Sum in respect of the Carriage of Passengers conveyed on the Railway than Threepence *per Passenger per Mile* in respect of any Passenger travelling in a First-class Carriage, Twopence *per Passenger per Mile* in respect of any Passenger travelling in a Second-class Carriage, and One Penny *per Passenger per Mile* in respect of any Passenger travelling in a Third-class Carriage, including the Charges for the Use of Carriage and locomotive Power, and all other Charges incidental to such Conveyance.

For Convey-
ance of
Goods and
Cattle.

XLV. It shall not be lawful for the Company to charge in respect of the several Articles, Matters, and Things, and of the several Descriptions of Animals, herein-after mentioned, conveyed on the Railway, any greater Sum, including the Charges for the Use of Carriages, Waggon, or Trucks, and for locomotive Power, and all other Charges incident to such Conveyance (except a reasonable Charge for the Expense of loading and unloading where such Service is performed by the Company), than the several Sums herein-after mentioned; (that is to say,)

For First-class Goods described in such Schedule hereunto annexed, *per Ton per Mile Twopence* :

For Second-class Goods described in such Schedule, *per Ton per Mile Threepence* :

For Third-class Goods described in such Schedule, *per Ton per Mile Fourpence* :

For Fourth-class Goods described in such Schedule, *per Ton per Mile Fivepence* :

For Fifth-class Goods described in such Schedule, *per Ton per Mile Sixpence* :

For every Carriage, of whatever Description, having more than Two Wheels, and not being a Carriage adapted and used for travelling on a Railway, *per Mile Fivepence Farthing*; and if having only Two Wheels, *per Mile Fourpence Farthing* :

For

The Epsom and Leatherhead Railway Act, 1856.

For every Horse, Mule, or Ass, *per* Mile Fivepence :

For every Ox, Cow, Bull, or Neat Cattle, *per* Mile One Penny
Halfpenny :

For every Calf or Pig, *per* Mile One Penny :

For every Sheep, Lamb, or other small Animal, *per* Mile One
Farthing.

XLVI. If any Person shall desire to hire and retain a separate Waggon or Truck for the Conveyance of Cattle or Sheep belonging to him, it shall not be lawful for the Company to charge any greater Sum, including all the Charges aforesaid, than Ninepence *per* Mile for every Waggon or Truck capable of containing conveniently Six Beasts of an ordinary Size or Thirty Sheep.

Tolls for
separate
Trucks for
Cattle, &c.

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

Restriction
as to Charges
not to apply
to Special
Trains.

XLVIII. 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 of such Goods, except small Parcels, by Passenger Trains, or by reason of any other special Service performed by the said Company in relation thereto.

Increased
Charges may
be taken by
Agreement.

XLIX. It shall not be lawful for the Company, out of any Money by this or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay any Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised ; but nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions of " The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Interest not
to be paid on
Calls paid up.

L. It shall not be lawful for the Company, out of any Money by this or any other Act relating to the Company authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament

Deposits for
future Bills
not to be paid
out of Com-
panys Cap-
ital.

now

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now in force or to be hereafter in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

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

LI. Nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force, or which may hereafter pass during the present 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.

Expenses of Act.

LII. All the Costs, Charges, and Expenses of and attending the passing of this Act, or incidental thereto, shall be paid by the Company.

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SCHEDULE referred to in this Act.

FIRST CLASS.

Alkali.	Dung.	Malt.
Alum.	Eggs.	Meal.
Bark.	Flint.	Nitrate of Soda.
Bricks.	Flour	Oil Cake, in Casks.
Bones for Manure.	Fireclay.	Potatoes.
Brooms and Broom Handles.	Fullers Earth.	Pollard.
Bran.	Guano.	Salt for Manure.
Chalk.	Grain.	Sand.
Coal.	Gas or Water Pipes.	Stone, Paving or Building.
Coke.	Iron and Wood, not other- wise enumerated.	Slates.
Compost.	Lime.	Spelter.
Cement.	Lead.	Tiles.

SECOND CLASS.

Ale and Porter, in Casks.	Iron, Hoop, Sheet, or small Rod.	Saltpetre.
Bacon.	Lard.	Seed.
Butter, in Casks.	Lead, White or Red.	Soap.
Cider.	Marble, in Blocks.	Soda.
Charcoal.	Molasses.	Steel.
Copper.	Nails.	Sugar, Raw.
Hair.	Paints.	Sulphur.
Hemp.	Pitch.	Tallow.
Hides.	Plaster.	Tar.
Hops.	Rags.	Tin Tubing.
Hoofs.	Rice.	Vinegar.
Hoops.	Resin.	Whiting.
Hop Poles.	Salt.	Wool.

THIRD CLASS.

Canvas.	Iron Castings liable to Damage.	Paper.
Cordage.	Herrings, dried.	Rope.
Carpeting.	Leather.	Snuff.
Earthenware.	Machinery.	Spirits and Wines, in Wood.
Flax.	Mats.	Stationery.
Floor Cloth.	Mineral Waters.	Tow.
Fruit.	Oil, in Casks.	Turpentine.
Groceries.	Oil Cakes, loose.	Varnish.
Hay.		Veneers.
Hardware.		

[Local.]

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FOURTH

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FOURTH CLASS.

Agricultural Implements.	Drugs.	Woollens.
Bottled Liquor.	Fish.	Luggage.
Books.	Haberdashery.	Poultry, dead.
Butter, Fresh.	Hosiery.	Tinned Ware.
Cork.	Joiners Work.	Wearing Apparel.
China.	Silks.	Meat.
Drapery.	Linens.	Sugar, Refined.

FIFTH CLASS.

Bonnets.	Hats.	Pictures and light Articles
Carboys.	Musical Instruments.	generally, per Agreement.
Furniture.	Pianos.	Poultry, alive.
Feathers.	Harps.	
Glass.	Oil, in Jars.	

All Goods not enumerated to be charged in the Class to which they are analogous.

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