



CHAPTER cliii.

An Act for incorporating the Chipstead Valley Railway Company and authorising the construction of Railways from Walton-on-the-Hill (Surrey) to Purley and for other purposes. A.D. 1893.
[27th July 1893.]

WHEREAS the construction of the railways herein-after described in the county of Surrey would be of public and local advantage :

And whereas the several persons herein-after named with others are willing at their own expense to carry the undertaking into execution on being incorporated into a company for the purpose :

And whereas it is expedient that the Company so to be incorporated (herein-after referred to as "the Company") and any company or persons for the time being working or using the railways of the Company be empowered to run over and use the Epsom Downs Extension Railway and parts of the railways of the London Brighton and South Coast Railway Company (herein-after called "the Brighton Company") and of the South Eastern Railway Company :

And whereas it is expedient that the Company and the Epsom Downs Extension Railway Company be empowered to enter into and carry into effect working and other agreements as herein-after provided :

And whereas plans and sections showing the lines and levels of the railways authorised by this Act and also books of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace of the county of Surrey and are herein-after respectively referred to as the deposited plans sections and books of reference :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

[Ch. cliii.] *Chipstead Valley Railway Act, 1893.* [56 & 57 VICT.]

A.D. 1893. — 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:—

Short title. 1. This Act may be cited as the Chipstead Valley Railway Act 1893.

Incorporation of Acts. 2. The Companies Clauses Consolidation Act 1845 Part I (relating to cancellation and surrender of shares) and Part III (relating to debenture stock) of the Companies Clauses Act 1863 the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I (relating to the construction of a railway) and Part III (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation. 3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction. The expression "the Company" means the Company incorporated by this Act the expressions "the railway" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised and for the purposes of this Act and the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Company incorporated. 4. Vernon James Watney Henry Cosmo Orme Bonsor James William Benson and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railways and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "the Chipstead Valley Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Power to make railways. 5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the

deposited plans and sections the railways herein-after described with all proper stations junctions sidings bridges viaducts rails tunnels roads buildings yards approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose The railways herein-before referred to and authorised by this Act will be wholly situate in the county of Surrey and are—

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A Railway (No. 1) one furlong seven chains in length wholly in the parish of Coulsdon in the county of Surrey commencing at a point in a field numbered 14 on the $\frac{1}{2500}$ Ordnance map of the said parish on the southern face of the fence on the south side of the road leading from the London and Brighton Road near Purley Station to Caterham and Godstone and terminating in the same parish at a point in a field numbered 75 on the $\frac{1}{2500}$ Ordnance map of the said parish;

A Railway (No. 2) one furlong five chains in length wholly in the parish of Coulsdon commencing by a junction with the proposed Railway No. 1 at its point of termination herein-before described and terminating in the said parish at a point in a field numbered 73 on the $\frac{1}{2500}$ Ordnance map of the said parish;

A Railway (No. 3) six miles three furlongs and eight chains in length commencing by a junction with the proposed Railway No. 2 at its point of termination herein-before described and terminating in the parish of Banstead in the county of Surrey by a junction with the authorised Epsom Downs Extension Railway at its authorised termination in a field numbered 498 on the $\frac{1}{2500}$ Ordnance map of that parish;

A Railway (No. 4) one furlong and one chain in length wholly in the parish of Coulsdon commencing by a junction with the main line of the London Brighton and South Coast Railway Company and terminating by a junction with the proposed Railway No. 2 at its point of commencement herein-before described;

A Railway (No. 5) eight and a quarter chains in length wholly in the parish of Coulsdon commencing at the same point as herein-before described as the point of commencement of the proposed Railway No. 4 and terminating in the said parish at a point at the northern end of the avenue shown on the $\frac{1}{2500}$ Ordnance map of the said parish in a field numbered 76 on the said Ordnance map;

A Railway (No. 6) two furlongs in length wholly in the parish of Coulsdon commencing by a junction with the proposed Railway No. 5 at its point of termination herein-before described and

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terminating by a junction with Railway No. 3 at its point of commencement herein-before described;

A Railway (No. 7) nine chains in length wholly in the parish of Coulsdon commencing by a junction with the Caterham branch of the South Eastern Railway Company and terminating by a junction with the proposed Railway No. 6 at its point of commencement as herein-before described.

Power to divert public highway.

6. The Company may divert the public highway referred to in the next following table in the manner shown upon the deposited plans and sections and when the new portion of road is made to the satisfaction of the justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say) :—

Railway.	Parish.	No. of Road on Plan.
Railway No. 3	Woodmansterne.	No. 7.
„	Banstead.	No. 14c.

And when and so soon as the said road is so stopped up all rights of way over the same shall cease and the Company may appropriate and use for the purposes of their undertaking the site of the road stopped up as far as the same is bounded on both sides by lands of the Company. The provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway shall apply to the lands so vested as if such lands had been purchased by the Company but the mines had not been expressly purchased.

Capital.

7. The capital of the Company shall be one hundred and seventy-five thousand pounds in seventeen thousand five hundred shares of ten pounds each.

Shares not to be issued until one-fifth paid.

8. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person or corporation accepting the same unless and until a sum not being less than one-fifth of the amount of such share is paid in respect thereof.

Calls.

9. One-fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three-fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

10. If any money is payable to a shareholder or mortgagee or debenture stockholder being a minor idiot or lunatic the receipt of

the guardian or committee of his estate shall be a sufficient discharge to the Company. A.D. 1893.

11. Subject to the provisions of this Act the Company with the authority of three-fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide any share in their capital into half shares of which one shall be called "preferred half share" and the other shall be called "deferred half share" but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole of the amount payable thereon) and the residue to the credit of the preferred half share.

Power to divide shares.

12. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following (that is to say) First in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half share and the remainder (if any) in payment of dividend on the deferred half share and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividends on half shares.

13. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Dividends on preferred shares to be paid out of the profits of the year only.

14. Forthwith after the creation of any half shares the same shall be registered by the directors and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share

Half shares to be registered and certificates issued.

A.D. 1893. shall be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated on certificates.

15. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Forfeiture of preferred shares.

16. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for non-payment of calls shall apply to all preferred half shares created under the authority of this Act and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Preferred shares not to be cancelled or surrendered.

17. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half shares to be half shares in capital.

18. The several half shares under this Act shall be half shares in the capital of the Company and every two half shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Power to borrow.

19. The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole fifty-eight thousand pounds but no part thereof shall be borrowed until the whole capital of one hundred and seventy-five thousand pounds is issued and accepted and one-half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such capital has been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same

and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof. A.D. 1893.

20. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than five thousand pounds in the whole. For appointment of a receiver.

21. The Company may create and issue debenture stock subject to the provisions of Part III of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without regard to the dates of the securities or of the Acts of Parliament or resolutions by which the stock or mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock. Debenture stock.

22. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only for the purposes of this Act to which capital is properly applicable. Application of moneys.

23. The first ordinary meeting of the Company shall be held within six months after the passing of this Act. First ordinary meeting.

24. The number of directors shall be five but the Company may from time to time reduce and again increase the number of directors but so that the number shall be never less than three nor more than five. Number of directors.

25. The qualification of a director shall be the possession in his own right of not less than forty shares. Qualification of directors.

26. The quorum of a meeting of directors shall be three so long as the number of directors shall be five but if the number be reduced below five the quorum shall be two. Quorum.

27. Vernon James Watney Henry Cosmo Orme Bonsor James William Benson and two other duly qualified persons to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the First directors.

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passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being (if they continue qualified) eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for altering the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for extraordinary purposes.

28. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed five acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Period for compulsory purchase of lands.

29. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Limiting quantity of land to be taken from Banstead Heath.

30. The quantity of land which may be taken by the Company from the common or reputed common or commonable land hereinafter mentioned for the purposes of the railway and works shall not exceed the quantity following (that is to say) :—

Name by which Land is known.	Parish in which Land is situate.	Estimated Quantity proposed to be taken.
Banstead Heath.	Banstead.	3½ acres.

For the protection of Banstead Heath.

31. Notwithstanding anything in this Act contained the following conditions and provisions shall apply in and to the construction of the Railway No. 3 in so far as it traverses Banstead Heath in the county of Surrey :—

- (1) The same shall be constructed in tunnel or tunnels for a total length including bridges of not less than four hundred feet and all necessary bridges shall be constructed In constructing the

railway on the said heath the surface of the land may if the Company see fit be excavated and be filled in on to the top of the tunnel or tunnels after the same shall have been constructed Provided that the Company shall restore the surface to its original level and sow the same with good grass seed :

- (2) The Company shall at any time before the expiration of the time limited by this Act for the completion of works but not afterwards be entitled to declare their option of making the said tunnel or tunnels of sufficient width to carry two lines of railway :
- (3) The Company shall not be entitled to acquire the land in or through which the said tunnel or tunnels shall be constructed but shall acquire the right of making and maintaining such tunnel or tunnels in and through such land by way of easement only :
- (4) The Company shall not commence the construction of the said Railway No. 3 until after they have given two months notice of their intention so to do to the mayor aldermen and commons of the city of London and shall if so required by the said mayor aldermen and commons by writing under their common seal prior to the commencement of the said Railway No. 3 construct in covered way so much of the same as lies between the roads numbered 14*a* and 14*b* on the deposited plans in the parish of Banstead.

32. In altering for the purposes of this Act the roads numbered on the deposited plans 13 in the parish of Coulsdon and 3 in the liberty of Kingswood in the parish of Ewell (detached) the Company may make the same of any inclination not steeper than one foot in twenty feet.

Inclination of roads.

33. In the construction of the several works authorised by this Act which affect or interfere with the railways and works of the Brighton Company the following provisions shall be observed and have effect (that is to say) :—

For the protection of the London Brighton and South Coast Railway Company.

- (1) The bridge to be constructed by the Company for carrying the railway of the Brighton Company over Railway No. 6 of the Company near Purley Station (herein-after called "the said bridge") shall be constructed by the Company at their sole expense of sufficient width to permit of the widening of the railway of the Brighton Company over the railway of the Company to the extent of two additional lines of railway :

The work of constructing the same shall be carried out under the supervision and to the reasonable satisfaction of the engineer for the time being of the Brighton Company and the Company shall not in making or maintaining the said bridge in any manner obstruct hinder or interfere with the

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free uninterrupted and safe user of the railways of the Brighton Company or any traffic thereon and if at any time or times hereafter the free uninterrupted and safe user of the said railways or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the Brighton Company fifty pounds per hour by way of ascertained damages for every hour during which such obstruction hindrance or interference shall continue :

(2) The Company shall two months before commencing the construction of the said bridge submit proper and sufficient detailed plans sections elevations and specifications thereof to the engineer for the time being of the Brighton Company who shall within one month of the receipt of the same express in writing his approval or disapproval thereof If such engineer fail to express his disapproval of the said detailed plans sections elevations and specifications within the said period of one month he shall be deemed to have approved the same but in the event of his expressing his disapproval and the engineers of the respective Companies being unable to come to an agreement the questions in difference shall be referred to arbitration as herein-after provided and settled by such arbitrator before the commencement of the works and the said bridge shall be constructed in all respects in accordance with the detailed plans sections elevations and specifications so agreed or settled or with such modifications or alterations as may from time to time be agreed upon by the respective engineers of the two Companies :

(3) The Company shall at all times maintain and repair the said bridge and keep the same in good order and condition to the reasonable satisfaction in all respects of the engineer of the Brighton Company and if and when the Company fail so to do the Brighton Company may make and do in and upon as well the lands of the Company as their own lands such repairs as their said engineer may deem necessary and the sum from time to time certified by such engineer or determined as hereafter provided to be the reasonable amount of the expenditure of the Brighton Company in that behalf shall be repaid to the Brighton Company by the Company and in default of payment may be recovered by them from the Company with costs in any court of competent jurisdiction :

(4) The junctions of Railways Nos. 4 and 5 by this Act authorised with the railways of the Brighton Company and the junction of Railway No. 7 (if the said junction be made with the railway of the Brighton Company) shall be made at such points within the limits of deviation as the principal engineer for the time being of the Brighton Company shall designate and according

to plans to be approved by him and all works necessary to be executed upon the lands of the Brighton Company for the purpose of effecting such junctions shall be executed by the Brighton Company at the expense of the Company Provided nevertheless that if and when the Brighton Company shall widen their railway at or near Purley Station by the addition of two extra running lines of railway the junction of Railway No. 4 with the railways of the Brighton Company shall be effected by a junction with the westernmost of such widened running lines in lieu of the junction with the existing up line of railway as shown on the deposited plans and if the junction with the existing up line of the Brighton Company shall have been constructed before such widening has been carried out the said junction shall be altered to join such westernmost line when that line is ready for traffic :

- (5) The Brighton Company may from time to time erect maintain and alter such signal boxes signals and other works and conveniences whether in connexion with their Purley Station or with the said junctions or bridge and whether permanent or temporary as may be found requisite in consequence of the construction and working of the said junctions or the construction of the said bridge and may appoint and remove such watchmen pointsmen switchmen or other persons as may be reasonably necessary for the prevention of danger or detention to or interference with traffic at or near the said junctions or the said bridge and the working of such signals works and conveniences and the control and direction of such watchmen pointsmen switchmen and other persons shall belong exclusively to the Brighton Company The costs and expenses which the Brighton Company will incur in erecting such signal boxes signals and other works and conveniences as agreed or as settled by arbitration as herein-after provided shall be borne by the Company The Company shall also bear the whole or such proportion of the cost of maintaining such signal boxes signals works and conveniences after construction and of the wages of such watchmen pointsmen switchmen and other persons as shall be required for working the same as may be agreed or settled by arbitration as herein-after provided which costs of maintenance and working shall at the end of every half year be repaid by the Company to the Brighton Company on demand In default of repayment of the amount of such costs expenses and wages as are provided for in this and the preceding subsection the same may be recovered from the Company by the Brighton Company in any court of competent jurisdiction :

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- (6) The Company shall bear as part of the expenses incidental to the construction or future maintenance of the said bridge and junctions the expense of the employment by the Brighton Company of a sufficient number of inspectors or watchmen to be appointed by them for watching their railway with reference to and during the execution of any works of construction or maintenance and for preventing as far as may be all interference obstruction danger and accident which may arise therefrom :
- (7) The Company shall not without in every case obtaining the previous consent of the Brighton Company under their common seal purchase or take any of the lands or property belonging to the Brighton Company and forming part of their railway and works within the Brighton Company's fences as shown on the deposited plans but they may purchase and take and the Brighton Company may and shall sell and grant accordingly an easement or right of using such part or parts only of such lands and property as shall be necessary for the purposes of the junctions and works by this Act authorised but no further or otherwise :
- (8) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Brighton Company all costs losses damages and expenses which may be occasioned to the Brighton Company by reason of any failure of the works of the said bridge whether during construction or after completion thereof or of any act or omission of the Company or of any persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the Brighton Company from all claims and demands upon or against them by reason of such execution or failure and of any such act or omission :
- (9) If any question or difference shall at any time arise between the Company and the Brighton Company touching any plans sections elevations or specifications prepared by the Company for the construction of the said bridge or as to the execution of any of the works referred to in this section or as to the reasonableness of any requirements of the Brighton Company's engineer or as to any amounts payable to the Brighton Company or in respect of any of the matters and things provided for or referred to in the foregoing subsections the same shall be settled by an arbitrator to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the decision of such arbitrator shall be final and conclusive.

34. For the protection of main roads county bridges and approaches and other property in the county of Surrey be it enacted as follows:—

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For the protection of main roads and bridges in the county of Surrey.

(A) No works affecting any main road or bridge belonging to or under the control of the Surrey County Council or the approaches to any such bridge shall be constructed except in accordance with plans and specifications previously submitted to and signed by the surveyor for the time being of the county of Surrey and the said work shall be executed under the superintendence and to the reasonable satisfaction of the said surveyor and such works shall be thereafter maintained by the Company at their own expense and under such superintendence as aforesaid. Provided that if the said surveyor omit to signify his approval or disapproval to the said plans and specifications during one month after the same shall have been submitted to him such omission shall be deemed an approval:

(B) For the purposes of this section the term "main road" shall mean a main road under and within the meaning of section 11 of the Local Government Act 1888:

(C) Except in the case of the before-mentioned omission of the county surveyor if the Company commence any works in contravention of this section they shall pay to the said county council by way of liquidated damages a sum of twenty pounds and a further sum of five pounds for every day in which the works shall be continued which sums may be recovered by the council with full costs of action in any court of competent jurisdiction:

(D) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the said county council all costs losses damages and expenses which they may be put to or sustain by reason of the execution or failure of any of the intended works or of any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company will effectually indemnify and hold harmless the said county council from all claims and demands upon or against them by reason of such execution or failures or of any such act or omission:

(E) The costs charges and expenses of the said surveyor of and incident to the approval of the said plans and specifications and the superintendence of the works shall be paid by the Company.

35. The Company shall construct the bridge to carry Railway No. 3 over the main road called or known as the Croydon and

Special provisions regarding

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 Nos. 1 2
 and 3.

Reigate main road in the parish of Coulsdon with an arch or span of a clear inside width of forty-five feet and the clear height of the arch or span from the surface of the road shall not be less than sixteen feet for a space of twenty feet and the railway shall be constructed from the point where it crosses the main road as shown on the deposited plans near the house called or known as the Red Lion public house according to the centre line shown on the said plans and the Company shall not construct the centre line of the Railways Nos. 1 2 and 3 within a distance of eighty yards of any part of the said main road between the said bridge near the Red Lion public house and the existing Purley Railway Station on the London Brighton and South Coast Railway and the bridge to carry the road called or known as the Kingswood Road over the said Railway No. 3 shall be of a clear width inside between the parapets of forty feet and the bridge to carry the road called or known as the Pebble Hill Road over the said railway shall be of a clear width inside between the parapets of thirty feet and the Company shall not in the execution of the works alter the levels of any or either of the before-mentioned roads.

The special provisions in this section contained shall be in addition to and not in derogation of any of the provisions in the section the marginal note of which is "For the protection of main roads and bridges in the county of Surrey."

For the
 protection
 of John
 Benjamin
 Smith's
 trustees.

36. For the protection of William Thornely of High Close Holford Road Hampstead in the county of Middlesex and William Arthur Smith of Colebrook Park Tunbridge in the county of Kent or other the trustees or trustee for the time being of the will of the late John Benjamin Smith deceased (herein referred to as "the trustees") the following provisions shall have effect:—

- (1) The Company shall purchase and the trustees shall sell such portion of the lands of the trustees within the limits of deviation shown on the deposited plans as the Company may require for the railway and works by this Act authorised and also such further portions of the lands of the trustees as the Company may require for a station and approaches at such price as may be agreed upon between the parties or in case of difference as may be settled in manner provided by the Arbitration Act 1889:
- (2) The trustees shall show a good and proper title to the lands agreed to be purchased:
- (3) The Company shall build and maintain a station for passenger and goods traffic at or near that portion of the railway line shown on the deposited plans as is nearest the eastern boundary of the property of the trustees but the engineer of

the Company shall decide what is to be the exact position of such station : A.D. 1893.

(4.) The Company will at their own expense in the construction of the railway provide and for ever maintain three occupation bridges or level crossings at the least with all needful and proper approaches and gates for the purpose of connecting the several portions of the property of the trustees such bridges to have a span of not less than twelve feet across and to be of such height and width as having regard to the level of the said railway and to other surrounding circumstances shall be deemed reasonable and shall be agreed on between the parties and in case of difference the same shall be decided by arbitration as aforesaid and in case the trustees shall so require the Company shall provide and maintain another and additional bridge with such approaches as aforesaid or another level crossing at such place as may be needful and in case of difference the need for such additional bridge or level crossing and the place and construction thereof shall be settled by arbitration as aforesaid :

(5) The Company shall at the request of the trustees construct and maintain a siding on the property of the trustees for the use of the trustees their tenants and assigns in connexion with the station herein-before mentioned and in such direction and manner as may be agreed between the parties provided that the cost of the construction of such siding and maintaining the same shall be borne and paid by the trustees.

37. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege not being an easement of water required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rent-charges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively. Power to take easements &c. by agreement.

38. The Company shall not under the powers of this Act purchase or acquire in any city borough or other urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or without the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied. Restriction on taking houses of labouring class.

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For the purposes of this section the expression "labouring class" includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

Deposit money not to be repaid except so far as railway is opened.

39. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of six thousand one hundred and one pounds two shillings and ninepence two and three-quarters per centum consolidated stock being equal to five per centum upon the amount of the estimate in respect of the railway has been transferred into the name of the Paymaster General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act which sum is referred to in this Act as the deposit fund Be it enacted that notwithstanding anything contained in the said Act the said deposit fund shall not 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 (which persons survivors or survivor are or is in this Act referred to as the depositors) unless the Company shall previously to the expiration of the period limited by this Act for the completion of the railway open the railway by this Act authorised for the public conveyance of passengers and if the Company shall make default in so opening the railway the deposit fund shall be applicable and shall be applied as provided by the next following section Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

40. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same

and open it for the public conveyance of passengers as mentioned in the last preceding section then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the depositors Provided that until the deposit fund has been retransferred to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

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41. If the railway is not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the railway or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Period for completion of works.

42. The Company may demand and take in respect of the use of the railway such reasonable tolls as they think fit.

Tolls.

43. The classification of merchandise traffic and the schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the schedule to the London Brighton and South Coast Railway Company (Rates and Charges) Order 1891 which Order is scheduled to and confirmed by the London Brighton and South Coast Railway Company (Rates and Charges) Order Confirmation Act 1891 shall be applicable and apply to the Company as if it were one of the Railway Companies named in the appendix to the schedule to the Order confirmed by the said Act.

Maximum rates for merchandise.

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Rates for
small
parcels.

44. With respect to small parcels not exceeding five hundred pounds in weight conveyed by passenger train other than small parcels containing perishable goods the Company may demand and take any charges not exceeding the following (that is to say):—

For the carriage of small parcels on the railway:

For any parcel not exceeding seven pounds in weight threepence;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence;

For any parcel exceeding fifty-six pounds in weight such sum as the Company think fit:

Provided always that articles sent in large aggregate quantities although made up in separate 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.

Maximum
rates for
passengers.

45. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway including every expense incidental to such conveyance shall not exceed the following (that is to say):—

For every passenger conveyed in a first-class carriage the sum of threepence per mile;

For every passenger conveyed in a second-class carriage the sum of twopence per mile;

For every passenger conveyed in a third-class carriage the sum of one penny per mile.

Passengers
luggage.

46. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and twenty 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.

Foregoing
charges not
to apply to
special
trains.

47. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway in respect of which the Company may make such charges as they think fit 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.

Power to
use por-
tions of

48. The Company and any company or persons for the time being working or using the railways of the Company or any part

thereof may run over and use with their engines, carriages and waggons, officers and servants whether in charge of engines and trains or for any other purposes of their traffic of all kinds the railways or parts or portions of railways following (that is to say) :—

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other rail-
ways.

The authorised railway of the Epsom Downs Extension Railway Company ;

Together with the stations, roads, platforms, points, signals, water, water engines, engine sheds, standing room for engines, booking and other offices, warehouses, sidings, junctions, machinery, works and conveniences of or connected with the said railway :

So much of the railway of the Brighton Railway Company and the South Eastern Railway Company as lies between the commencement of the proposed Railway No. 7 and Purley Station aforesaid ;

Together with such portion of the said station and of the roads, platforms, points, signals, water, water engines, engine sheds, standing room for engines, booking and other offices, warehouses, sidings, junctions, machinery, works and conveniences connected therewith as lie to the eastward of the down line of the Brighton Railway :

And as regards traffic conveyed by them the Company may demand and take the same rates and charges upon and in respect of the said railways or portions of railways as are now authorised to be taken upon and in respect of such railways or portions of railways :

Provided that the Company shall so construct their works south of Purley Station as to permit the Brighton Company to fill up the space between the respective embankments of the two Companies to such an extent as to allow of two additional lines of railway being laid alongside and to the west of the existing lines of the Brighton Company and two parallel lines of sidings for a length of nine hundred feet south of the said station. Provided that nothing in this section shall prevent the Company from constructing a footbridge or other means of communication between any station of the Company on Railway No. 1 and the up-platform of Purley Station :

Provided also that if and when the Brighton Company seek powers so to widen their main line it shall be lawful for the Company and the Brighton Company to agree that the Company may use a portion of the said widened lines and station and the terms and conditions of such user.

49. The terms, conditions and regulations to be observed and fulfilled and the tolls, charges, rent, or other consideration to be paid by the Company or any such other Company or persons as aforesaid

Terms of
such user.

A.D. 1893. for and in respect of the use of such railways and portion of railway works and conveniences shall be such as are from time to time agreed upon between them and the Brighton South Eastern and Epsom Downs Extension Railway Companies respectively or failing such agreement as may from time to time be determined by an arbitrator to be appointed by the Board of Trade on the application of any or either of the Companies or persons interested and the cost of the arbitration shall be in his discretion and the decisions of such arbitrator shall be final and binding on all parties.

As to enlargement of Purley Station.

50. With respect to the powers conferred upon the Company to run over and use the railway of the Brighton Company between the commencement of Railway No. 7 and their Purley Station together with the portion of the said station and its appurtenances hereinbefore mentioned the Company shall pay to the Brighton Company the capital cost of such alterations to and enlargements of their said station railways sidings and works connected therewith as may be reasonably necessary to enable the Company to use that station for their traffic and in default of agreement between the two Companies as to the matters aforesaid the questions in difference shall be referred to the President for the time being of the Institution of Civil Engineers and the works so to be agreed upon or determined by arbitration shall be executed by the Brighton Company at the cost of the Company and such costs may be recovered from the Company in any court of competent jurisdiction.

Agreements with South Eastern Railway Company as to junctions &c.

51. The Company and the South Eastern Railway Company (herein-after called "the South Eastern Company") may from time to time enter into and carry into effect alter and rescind contracts agreements and arrangements for or with respect to the point at and the terms and conditions upon which the junction of the Railway (No. 7) by this Act authorised with the South Eastern Railway shall be made the construction use management and maintenance of stations sidings platforms works and conveniences upon the railways of the two Companies respectively for the purposes of or in connexion with the said junction and all incidental matters connected therewith.

For the protection of the South Eastern Railway Company.

52. In constructing the junction hereby authorised with the railway of the South Eastern Company the Company shall conform to the following conditions:—

- (a.) The junction shall be made at such point within the limits of deviation or on the lands of the South Eastern Company as the engineer of the South Eastern Company shall designate and shall be effected in such manner as shall be required and approved by the said engineer and such connecting lines or approach sidings and other works shall from time

to time be made and maintained by the Company as shall in the opinion of the engineer of the South Eastern Company be required for the proper accommodation of all the traffic passing over or interchanged at such junction and the provisions of Part I. of the Railways Clauses Act 1863 as to junctions shall apply to such connecting lines sidings and works and all works necessary to be executed upon the lands of the South Eastern Company for the purposes of effecting such junction shall or may be executed by the South Eastern Company at the request and expense of the Company :

- (b.) The South Eastern Company may from time to time erect maintain and alter such signals and other works and conveniences as may reasonably be found requisite in consequence of the construction of the said junction and may appoint and remove such watchmen pointsmen switchmen or other persons as may reasonably be necessary for the prevention of danger or detention to or interference with traffic at or near the said junction between the Railway (No. 7) hereby authorised and the railway of the South Eastern Company by the construction of the intended railway and the working of such signals works and conveniences and the control and direction of such watchmen pointsmen switchmen and other persons shall belong exclusively to the South Eastern Company and all the costs and expenses of erecting lighting and maintaining such signals works and conveniences and the wages of such watchmen signalmen switchmen and other persons shall at the end of every half year be repaid by the Company to the South Eastern Company on demand and in default of such repayment the amount of such costs expenses and wages may be recovered from the Company by the South Eastern Company in any court of competent jurisdiction :
- (c.) The Company shall not without in every case obtaining the previous consent of the South Eastern Company under their common seal purchase or take compulsorily any of the lands or property from time to time belonging to or in the possession or under the power of that Company but they may purchase and take and the South Eastern Company may and shall sell and grant accordingly an easement or right of using such part or parts of such lands and property as shall be necessary for the purpose of the junction and works by this Act authorised :
- (d.) The Company shall indemnify the South Eastern Company against all damages losses and expenses which may be incurred by that Company by reason of or in connexion with any injury to their railway or property or any obstruction of or interference

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with the traffic on such railway consequent upon or connected with the making or maintaining or using the said junction.

Power to enter into traffic arrangements.

53. The Company on the one hand and the Epsom Downs Extension Railway Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 from time to time enter into carry into effect and rescind agreements with respect to the following purposes or any of them (that is to say) :—

The working use management and maintenance of the railways and works of the Company or any part or parts thereof respectively ;

The management regulation interchange collection transmission and delivery of traffic upon or coming from or destined for the railways of the contracting Companies ;

The supply and maintenance under any agreement for the railways of the Company being worked and used by the Epsom Downs Extension Railway Company of engines stock and plant necessary for the purposes of any such agreement ;

The fixing collection payment appropriation apportionment and distribution of the tolls rates income and profits arising from the railways and works of the contracting Companies or any part thereof ;

The employment of officers and servants ; and

The appointment of joint committees for the purposes of any such agreements.

Tolls on traffic conveyed partly on the railway and partly on other railways.

54. During the continuance of any working agreement to be entered into under the provisions of the last preceding section of this Act and during the exercise of any running powers by this Act conferred the railways of the Company and of the company with whom such agreement shall have been entered into or over whose railways such running powers are exercised (as the case may be) shall for the purposes of short distance rates and charges be considered as one railway and in estimating the amount of fares and charges in respect of passengers conveyed partly on the railway of the Company and partly on the railway of the Epsom Downs Extension Railway Company for a less distance than three miles fares and charges may be charged as for three miles and for every mile or fraction of a mile beyond three miles as for one mile only.

Saving for Postmaster-General.

55. Nothing in any agreement made under the authority of this Act shall affect the rights of Her Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to

time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company is worked by the Brighton Company and the South Eastern Railway Company or either of them as freely and fully in all respects as he was entitled to do before the making of any such agreement.

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56. Nothing in this Act relating to the making of agreements for the working of the railways or undertaking of the Company or any part thereof by the Brighton Company or the South Eastern Railway Company shall extend to impose upon the Postmaster-General the obligation of transmitting under the provisions of the Telegraph Act 1868 or any agreement made in pursuance thereof between the Postmaster-General and the Brighton Company or the South Eastern Railway Company any larger number of telegraphic messages of those Companies or either of them free of charge than the Postmaster-General would have been bound to transmit had such working agreements not been hereby authorised.

Further saving for Postmaster-General.

57. Notwithstanding anything in this Act or any Act or Acts incorporated therewith contained it shall be lawful for the Company out of any money by this Act authorised to be raised to pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say):—

Power to pay interest out of capital during construction.

- (A) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two-thirds at least of the share capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same;
- (B) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in rear;
- (C) The aggregate amount to be so paid for interest shall not exceed twenty-four thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such

[Ch. cliii.] *Chipstead Valley Railway Act, 1893.* [56 & 57 Vict.]

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borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid ;

(D) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares ;

(E) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section :

Save as herein-before set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposits for future Bills not to be paid out of capital.

58. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect to any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

59. Nothing in this Act contained shall exempt any Company named in this Act or the railway of such Company from the provisions of any general Act relating to railways or the better and 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 or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by such Company.

Costs of Act.

60. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

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