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## *Cap. lxxii.*

An Act for making a Railway from the *London and South-western* Railway at *Wimbledon* to *Epsom*; and for other Purposes. [27th July 1857.]

**W**HEREAS the making of a Railway from the *London and South-western* Railway at or near *Wimbledon* to *Epsom* in the County of *Surrey* would be of great public and local Advantage: And whereas Plans of the said intended Railway, and of the Lands proposed to be taken for the Purposes of this Act, and Sections showing the Levels of the said Railway, together with a Book of Reference to such Plans, have been deposited with the Clerk of the Peace for the County of *Surrey*: And whereas the Persons herein-after named, with others, are willing at their own Expense to carry the said Undertaking into execution: And whereas it is expedient, and would be to the Advantage of the Public, that the Company, and all other Companies and Persons using their Railway, should be empowered to use the *Epsom and Leatherhead* Railway, which was by "The *Epsom and Leatherhead* Railway Act, 1856," authorized to be made, and also that the *Epsom and Leatherhead* Railway Company, and all other Companies and Persons using the *Epsom and*

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*Leatherhead*

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*Leatherhead* Railway, should be empowered to use the Railway by this Act authorized to be made: And whereas it is expedient that Provision should be made for enabling the Company on the one hand, and the *London and South-western* Railway Company and the *Epsom and Leatherhead* Railway Company, or one of them, on the other hand, to enter into Agreements with respect to the Regulation and Management by the Company, and such other Companies, or either of them, of the Traffic upon or over their respective Railways, at any or either of them, or any Part thereof: And whereas the several Objects aforesaid 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:

8 & 9 Vict.  
cc. 16., 18.,  
and 20. in-  
corporated.

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 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 Wimbledon and Dorking* Railway Act, 1857."

Interpreta-  
tion of  
Terms.

III. The Expression "the Company" used herein shall denote the Company incorporated by this Act; and the Expression "the Railway" used herein shall denote the Railway hereby authorized to be made.

Incorpo-  
rating Com-  
pany.

IV. Sir *Walter Rockliffe Farquhar* Baronet, *George Cubitt*, *Thomas Grissell*, *John Hackblock*, *Ross Donnelly Mangles*, 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 the said Company shall be a Body Corporate, by the Name and Style of "*The Wimbledon and Dorking* Railway Company," 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.

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V. The Capital of the Company shall be Seventy 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. Capital.

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

VII. Five 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, and Fifteen Pounds *per* Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share. Calls.

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. Closing of  
Transfer  
Books.

IX. It shall be lawful for the Company to borrow on Mortgage or Bond any Sum not exceeding the Sum of Twenty-three thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital Sum of Seventy 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. Borrowing.

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 Five thousand Pounds in the whole. Arrears may  
be enforced  
by Appoint-  
ment 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 First and  
other Gene-  
ral Meetings.

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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*.

Scale of voting.

XII. The Scale according to which the Shareholders may vote in respect of their Shares shall be as follows; (that is to say,)  
For every Share up to Five Shares, One Vote;  
And an additional Vote for every Five Shares beyond the first Five.

No insolvent Person to be registered as a Shareholder.

XIII. Until Three Fourths of the nominal Amount of any Share has been paid up thereon the Directors may refuse to register as the Holder of such Share any Person who does not satisfy them that he is solvent to the Extent of the Amount not paid on the Share beyond all his other Debts and Liabilities.

Number of Directors.

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

Power to reduce the Number of Directors.

XV. 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 Six.

First Directors of the Company.

XVI. Sir *Walter Rockliffe Farquhar* Baronet, *George Cubitt*, *Thomas Grissell*, *John Hackblock*, *Frederick Mangles*, *Daniel Maydwell*, *Reginald Frederick Remington*, *John Smith*, and *William Henry Trinder* shall be the first Directors of the Company.

Quorum.

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

Committee of Directors.

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

Election of Directors.

XIX. 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

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holders 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 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.

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

XXI. Subject to the Provisions in this Act contained, the Company may make and maintain the Railway herein-after mentioned, with all proper Stations, Works, and Conveniences connected therewith, in the Lines and according to the Levels shown upon the Plans and Sections relating to the said Railway deposited as aforesaid, and upon the Lands delineated upon the said Plans and described in the Book of Reference to such Plans, and may enter upon, take, and use all or any of the said Lands as may be necessary for those Purposes; (that is to say,) Power to make Railway according to deposited Plans.

A Railway commencing by a Junction with the *London and South-western* Railway in the Parishes of *Wimbledon* and *Merton*, or One of them, in the County of *Surrey*, at or near the Bridge thereon across a public Highway leading from *Merton* to *Kings-ton* called *Combe Lane*, and terminating in the said Parish of *Epsom* by a Junction with the Line of the *Epsom and Leather-head* Railway, as authorized to be made in a Field at the Back or North Side of the High Street of *Epsom*.

XXII. The Company shall, if the Board of Trade shall so require, and either before or at any Time after the Railway shall be opened for public Traffic, construct and at all Times thereafter maintain the Railway as a Double Line of Railway. Double Line of Railway.

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

XXIV. All Communications between the Railway and the *London and South-western* Railway, and all Openings in the Rails of the *London and South-western* Railway, and all Works at or near the Junction hereby authorized with that Railway which may be made for the Reception, Accommodation, and Delivery of the Traffic of the Company on the Land of the *London and South-western* Railway Company, shall be made by the *London and South-western* Railway Company at the sole Expense of the Company, and the same shall be for

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ever thereafter maintained and kept in good Repair by the *London and South-western Railway Company* at the sole Expense of the Company; and all such Communications, Openings, and Works shall be made and maintained in such Manner and by such Means only as shall not in anywise injure or prejudice the *London and South-western Railway*, or the Works or Property of the *London and South-western Railway Company*, or interfere with the Traffic on that Railway, or the free and uninterrupted Use thereof by that Company, and the Amount of all such Expenses may be recovered from the Company by the *London and South-western Railway Company* in any Court of competent Jurisdiction.

London and South-western Railway Company to erect and maintain Signals, &c. at Expense of Company.

XXV. The *London and South-western Railway Company* from Time to Time may erect such Signals and Conveniences incident to the Junction between the Railway and the *London and South-western Railway*, and appoint and remove such Watchmen, Switchmen, or other Persons, as that Company deem necessary for the Prevention of Danger to or Interference with the Traffic at and near that Junction, and the working and Management of such Signals and Conveniences, whether on Land of the *London and South-western Railway Company* or on Land of the Company, shall be under the exclusive Management and Regulation of the *London and South-western Railway Company*; and all the Expense of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen, and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company to the *London and South-western Railway Company*, and in default of such Repayment the Amount of such Expense and Wages may be recovered from the Company by the *London and South-western Railway Company* in any Court of competent Jurisdiction.

Company not to take Land belonging to London and South-western Railway Company without Consent.

XXVI. No Land belonging to the *London and South-western Railway Company* shall be taken by the Company without the Consent in Writing of the *London and South-western Railway Company* under their Common Seal first had and obtained: Provided always, that the Company may purchase and take from the *London and South-western Railway Company*, and that Company shall and they are hereby required to grant in perpetuity to the Company, an Easement or Right of using for the Purposes of the intended Junction of the Railway with the *London and South-western Railway*, and for the Purposes of the Works and Conveniences necessary to be connected with such Junction, such Parts of the Lands of the *London and South-western Railway Company* delineated on the Plans and specified in the Book of Reference respectively deposited for the Purposes of this Act as are necessary for those Purposes.

XXVII. Nothing

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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 and South-western Railway Company*, but all their Rights, Powers, and Authorities under their several Acts of Parliament and otherwise are, except as aforesaid, expressly saved and reserved as against and with respect to the Company.

Saving Rights of the London and South-western Railway Company.

XXVIII. And whereas it is intended to carry the Railway over the Turnpike Road from *Ewell* to *Kingston-upon-Thames*, being one of the Roads amended and kept in repair under an Act passed in the Second Year of Her present Majesty, intituled *An Act for repairing the Road from Epsom to Tooting, and other Roads communicating therewith, all in the County of Surrey*, at a Point about Three hundred Yards on the *Ewell* Side of the Entrance to *Ewell Court Farm*, numbered 11 upon the deposited Plans, in the Parish of *Ewell*, by means of a Bridge or Arch over the said Turnpike Road, and by lowering the same Road: Therefore the Company shall leave a clear Height or Headway under the said Bridge or Arch from the Surface of the said Turnpike Road, and every Part thereof, of not less than Sixteen Feet, and from the Surface of the Footpaths by the Side of the said Turnpike Road and every Part thereof respectively of not less than Eight Feet, and the said Bridge or Arch shall be of a Span not less than Thirty-eight Feet, so as to leave clear and untouched the whole of the present Width of the said Turnpike Road and Footpaths over which the same is carried, and shall have Parapet Walls on each Side thereof of not less than Six Feet in Height above the Surface of the Railway, and that from both Ends of the said Two Parapet Walls 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, (that is to say,) Six Feet above the Surface of the Railway.

Regulating the Bridge over the Ewell and Kingston Turnpike Road.

2 & 3 Vict. c. iv.

XXIX. The Inclination of the said Turnpike Road when lowered shall not be steeper towards *Ewell* than One Foot in Thirty-three Feet, and towards *Kingston* the lowering or cutting shall be extended until it shall meet the present Surface of the said Turnpike Road, so as to form One continuous and uniform Level, with an Inclination towards *Kingston* not more than enough to allow for the Drainage of the said Turnpike Road into the Brook running under the said Turnpike Road; and the Company shall re-make the said Turnpike Road and Footpaths so to be lowered and carried under the Railway of the same Width respectively, and in the same Line and Direction, and in all other respects the same as the present Road and Footpaths, and shall

Regulating the Alteration of the Turnpike Road.

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shall place Curb Stones at the Edges of the Footpaths under the said Bridge or Arch, and shall relay and make good all the Drains of the said Turnpike Road which may be interfered with, and construct new, good, and sufficient Drains, if necessary, and all such Works shall be done by and at the Expense of the Company.

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

XXX. In constructing the said Bridge or Arch 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 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 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 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.

Works connected with such Crossing of the Turnpike Road to be completed within Six Months from the Commencement.

XXXI. The Company shall finish and complete to the Satisfaction of the said Surveyor for the Time being the said Bridge or Arch, new Road, Footpaths, Parapet Walls, or Close Fences, Screen Walls or Fences, and all other Works, Matters, and Things herein-before mentioned 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 anyway interrupted or made less convenient than heretofore.

Notice of Commencement of Works to be given to the Surveyor of the Trustees of the Turnpike Road.

XXXII. It shall not be lawful for the Company to commence any Work or Works in anyway connected with the crossing of the said Turnpike Road 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  
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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.

XXXIII. 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.

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

XXXIV. The said proposed Bridge or Arch, 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 or Arch, 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 the Plans and Designs for the said Bridge or Arch 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 or Arch 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 or Arch and Works, or any of them, the Company shall do or cause any Injury or Damage to the said Turnpike Road or Footpaths, 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

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

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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 Court competent to adjudicate in respect of such Action.

If the Company fail to keep Works in repair the Trustees may repair the same.

XXXV. 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 or Arch, 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 Court competent to adjudicate in respect of such Action.

Power for compulsory Purchases limited.

XXXVI. 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 Two Years from the passing of this Act.

Period for Completion of Works.

XXXVII. Subject to the Provisions herein contained, the Railway 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.

Deposit Money not to be repaid until Line opened, or Half the Capital paid up and expended, except on

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 Four thousand five hundred 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

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That notwithstanding anything contained in the said recited Act, the said Sum of Four thousand five hundred 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 Four thousand five hundred 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 Four thousand five hundred 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 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  
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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.

Tolls.

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

For Articles of Merchandise.

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

Class 1. 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:

Class 2. 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:

Class 3. 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:

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

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form 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 :

In respect of Passengers and Animals conveyed in Carriages upon the Railway, as follows: For Passengers and Cattle.

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.

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. Tolls for propelling Power.

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

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 :

For a Fraction beyond Three Miles, or beyond any greater Number of Miles respectively, the Company may demand Tolls for Passengers as for One Mile; and for every Fraction of a

[Local.]

12 G

Quarter

*The Wimbledon and Dorking Railway Act, 1857.*

Quarter of a Mile beyond Three Miles or a greater Number of Miles respectively the Company may demand Tolls for Goods and Animals as for a Quarter of a Mile :

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

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 on in proportion for any smaller Quantity.

Tolls for  
small Parcels  
and Articles  
of great  
Weight.

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

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 Term shall apply only to single Parcels in separate Packages :

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

For

*The Wimbledon and Dorking Railway Act, 1857.*

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.

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.

Passengers  
Luggage.

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.

Maximum  
Charges for  
Passengers.

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 Con-  
veyance of  
Goods and  
Cattle.

For the Matters herein-before mentioned under Class 1, *per* Ton *per* Mile Twopence:

For the Matters mentioned under Class 2, *per* Ton *per* Mile Threepence:

For the Matters mentioned under Class 3, *per* Ton *per* Mile Fourpence:

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 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

*The Wimbledon and Dorking Railway Act, 1857.*

Tolls for  
separate  
Trucks for  
Cattle, &c.

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.

Restrictions  
as to Charges  
not to apply  
to Special  
Trains.

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.

Increased  
Charges may  
be taken by  
Agreement.

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.

Authorizing  
Traffic Ar-  
rangements  
with the  
London and  
South Wes-  
tern and  
Epsom and  
Leatherhead  
Railway  
Companies.

XLIX. It shall be lawful for the Company on the one hand, and the *London and South-western* Railway Company and the *Epsom and Leatherhead* Railway Company on the other hand, to enter into and carry into effect such Agreements and Arrangements as they may think fit in respect of the Regulation and Management by the Company and such Two Companies of the Traffic upon or over their respective Railways, or any Part thereof, and with respect to the Division and Apportionment between the respective Companies Parties to any such Agreement or Arrangement in respect of the Expenses incurred and of the Tolls, Rates, and Charges received in respect of such Traffic.

Duration of  
Agreement.  
To be ap-  
proved by  
Board of  
Trade.

Agreements  
not to affect  
Persons not  
Parties  
thereto.

L. Any such Agreement or Arrangement shall not be for more than Ten Years, and no such Agreement or Arrangement shall have any Operation until the same shall have been approved of by the Board of Trade; and no such Agreement or Arrangement as aforesaid shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the Companies Parties thereto shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company; but all other Persons and Companies shall, notwithstanding any such Agreement or Arrangement, be entitled to the Use and Benefit of the Railways to which the said Agreement or Arrangement may relate, upon the same Terms

and



*The Wimbledon and Dorking Railway Act, 1857.*

and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been in case no such Agreement or Arrangement had been entered into: Provided always, that the said Board shall not approve such Agreement or Arrangement without being satisfied that the same has been duly assented to by a Majority of Three Fifths of the Shareholders of the several Companies, Parties thereto, in Special Meeting assembled for that Purpose.

LI. It shall not be lawful for the Company, out of any Money by this Act 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 Interest or Dividend to any Shareholder on the Amount of the Calls actually made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that 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.

LII. It shall not be lawful for the Company, out of any Money by any Act relating to the Company authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

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

LIII. The Subscription Contract which, pursuant to the Standing Orders of Parliament, was entered into with respect to the Undertaking authorized by this Act previously to the Commencement of the last Session of Parliament, shall be as valid and shall be construed as if this Act had been passed in the said last Session.

Subscription Contract to be as valid as if Act passed in the last Session.

LIV. 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 this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, and of the Rates for small Parcels, authorized by the recited Acts or this Act.

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

[Local.]

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LV. All

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*The Wimbledon and Dorking Railway Act, 1857.*

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Expenses of  
Act.

LV. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid and discharged by the Company.

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