



CHAPTER clxxxix.

An Act for making a Railway between Brighton and the Dyke, in the County of Sussex; and for other purposes. A.D. 1877.

[2d August 1877.]

**W**HEREAS the making of the railways herein-after described would be attended with public and local advantage :

And whereas the persons in this Act named, with others, are willing at their own expense to construct the railway, and it is expedient that powers should be conferred on them for that purpose :

And whereas plans and sections showing the line and levels of the railway authorised by this Act, and also a book of reference 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, have been duly deposited with the clerk of the peace for the county of Sussex, and are herein-after respectively referred to as the deposited plans, sections, and book of reference :

And whereas it is expedient to provide for such working and traffic agreements as are herein-after mentioned :

And whereas the purposes of this Act 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 :

1. This Act may be cited as "The Brighton and Dyke Railway Act, 1877." Short title.

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 Consolidation Acts, 1845, 1860, and 1869," "The Railways Clauses Consolidation Act, 1845," and Part I. Certain provisions of general Acts herein named incorporated.

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A.D. 1877. (relating to 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.

Interpreta-  
tion of terms. **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 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.** William Hall, William Hudson, William John Smith, 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 railway, and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of "The Brighton and Dyke 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 rail-  
ways accord-  
ing to  
deposited  
plans. **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, sidings, 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 book of reference as may be required for that purpose. The railways herein-before referred to and authorised by this Act are—

A railway (Number 1), three miles one furlong and six chains in length, commencing in the parish of Aldrington by a junction with the Portsmouth line of the London, Brighton, and South Coast Railway Company about eleven chains to the eastward of the distance post on that line indicating two miles from Brighton Station, and terminating in the parish of Hangleton



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at a point distant about five chains in a south-westerly direction from Skeleton Hovel : A.D. 1877.

A railway (Number 2), one mile and five furlongs in length, commencing in the said parish of Hangleton by a junction with Railway Number 1 before described at a point distant about five chains in a south-westerly direction from Skeleton Hovel, and terminating in the parish of Poynings, on the eastern side of the road leading from Brighton to the Dyke Hotel, at a point distant about eleven chains, measured in a south-westerly direction along that road, from the said hotel.

6. The capital of the Company shall be seventy-two thousand pounds in seven thousand two hundred shares of ten pounds each. Capital.

7. The Company shall not issue any share created under the authority of this Act, nor shall any such share vest in the person 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. Shares not to issue until one fifth paid up.

8. 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 four fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share. Calls.

9. If any money is payable to a shareholder, being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company. Receipt clause in case of persons not sui juris.

10. 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 amount payable thereon), and the residue to the credit of the preferred half share. Power to divide shares.

11. 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 five per centum per annum, as shall be deter- Dividends on half shares.



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A.D. 1877. mined 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.

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

**12.** 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 shares 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.

Half shares to be registered and certificates issued.

**13.** 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 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 in certificate.

**14.** 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.

**15.** 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.

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

Preferred shares not to be cancelled or surrendered.

**17.** 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.

Half shares to be half shares in capital.

**18.** The Company may from time to time borrow on mortgage any sum not exceeding in the whole twenty-four thousand pounds, but no part thereof shall be borrowed until the whole capital of seventy-two 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.

Power to borrow.

**19.** The mortgagees of the Company 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 two thousand pounds in the whole.

For appointment of a receiver.

**20.** 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 at any time created and issued by the Company shall rank pari passu with the interest of all mortgages at any time

Debenture stock.



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Application of moneys.

21. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only.

First ordinary meeting and quorum.

22. The first ordinary meeting of the Company shall be held within nine months after the passing of this Act, and the quorum for general meetings, whether ordinary or extraordinary, shall be at least five shareholders holding together not less than five thousand pounds in the capital of the Company.

Number of directors.

23. The number of directors shall be five, but the Company may from time to time reduce the number, provided that the number be not less than three.

Qualification of directors.

24. The qualification of a director shall be the possession in his own right of not less than twenty shares.

Quorum.

25. The quorum of a meeting of directors shall be three, and if the number be reduced to three the quorum shall be two.

First directors.

26. William Hall, William Hudson, William John Smith, and two other 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 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 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 hereinbefore contained for reducing 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.

Election of directors.

Lands for extraordinary purposes.

27. 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 two acres.



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28. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Powers for compulsory purchases limited.

29. Persons empowered by "The Lands Clauses Consolidation Act, 1845," to sell and convey or release lands may, if they think fit, subject to the provisions of that Act and of "The Lands Clauses Consolidation Acts (Amendment Act), 1860," 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 Act with respect to lands and rentcharges, 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.

30. In constructing the junction hereby authorised with the railway of the London, Brighton, and South Coast Railway Company (in this Act called "the Brighton Company"), the Company shall conform to the following conditions:

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

1. The junction shall be made at such point and in such manner as the principal engineer for the time being of the Brighton Company shall designate, and according to plans to be reasonably approved by him, and all works necessary to be executed upon the lands of the Brighton Company for the purpose of effecting such junction shall be executed by the Brighton Company at the request and expense of the Company:

2. The Brighton 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 be reasonably necessary for the prevention of danger or detention to or interference with traffic at or near the junction between the railway and the railway of the Brighton 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 that company, and all the costs and expenses of erecting and maintaining such signals, works, and conveniences, and the wages of such watchmen, pointsmen, switchmen, and other persons shall, at the end of every half year, be repaid by the Company to the Brighton Company on demand, and in default of such repayment the amount of such costs, expenses, and wages may



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be recovered from the Company by the Brighton Company in any court of competent jurisdiction :

3. The Company shall not, without in every case obtaining the previous consent of the Brighton Company, under their common seal, take, use, or interfere with 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 Brighton 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 purposes of the junction by this Act authorised :
4. Nothing in this Act contained shall prejudice, take away, diminish, or interfere with any of the property, rights, interests, powers, and privileges of the Brighton Company otherwise than is herein expressly provided.

For protection of the Aldrington estate.

**31.** In constructing and maintaining Railway Number 1 the Company shall, for the protection of the Aldrington estate, be subject to and be bound by the following provisions, unless otherwise agreed between the Company and the Brighton Company and the owners for the time being of these lands (who are herein-after called "the owners") :

(A.) Railway Number 1, so far as it passes through the lands in the parish of Aldrington, numbered 3, 3A, 4, 5, and 6 on the deposited plans, shall be made according to the centre line coloured red upon a plan signed by Henry Cecil Raikes, Esquire, the Chairman of the Committee to whom this Act was as a Bill referred in the House of Commons, and which plan has been deposited with the clerk of the peace for Sussex, and the provisions of the Act of the 1st Victoria, chapter 83, shall apply to such plan as though the same had been required by the standing orders of Parliament to be so deposited ; and the level of the said railway for the last five furlongs of the first mile thereof shall be such as is shown by the red ink line marked on and in accordance with the section to the said plan :

(B.) An accommodation bridge and a culvert, not less than eighteen inches in diameter, and a siding for the use of the owners in such position as the owners shall select, shall be constructed and at all times maintained by and at the expense of the Company on the land in the parish of Aldrington, numbered 6 on the deposited plans, but such siding shall be worked and used only in accordance with such arrange-



ments as shall be agreed upon with the owners and subject to the payment of the usual tolls, rates, and charges :

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- (C.) The arch of the bridge for carrying the said railway over the occupation road in the parish of Aldrington, numbered 3A upon the deposited plans, shall have a clear span of not less than twenty-five feet, and a clear height or headway of not less than seventeen feet above the present level of that road :
- (D.) The gradient of the public road in the parish of Aldrington, numbered 5 on the deposited plans, shall, if altered by the Company, be not steeper than one in thirty :
- (E.) The Company shall upon demand pay to the owners any extra expense which they may incur in the construction of any bridges or culverts which the owners may have a right to construct over or across the railway of the Brighton Company, not exceeding three of each, to provide access between their lands intersected by the Brighton Railway and Railway Number 1, where such railways shall adjoin each other, beyond the expenses which the owners would have had to incur in the construction of such bridges or culverts, provided the Railway Number 1 had not been made :
- (F.) The works by this section required to be constructed by the Company shall be made and maintained in all respects to the reasonable satisfaction of the engineer for the time being of the owners :
- (G.) Any difference which may arise between the Company and the owners under this enactment shall be from time to time settled by an umpire to be agreed upon, or in default of agreement, to be appointed by the Board of Trade upon the application of either party, and the provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration, shall, so far as they are applicable, apply to any such arbitration.

**32.** For the protection of the Saddlescombe estate of Henry Baron Leconfield, in the parish of Newtimber, and for his accommodation and that of the owner or owners for the time being of the said estate (who are all herein-after included in the expression "the owner of the said estate"), the following provisions shall take effect :

For protec-  
tion of Lord  
Leconfield.

- (1.) In addition to all bridges which, under the provisions of this Act or of the Acts incorporated therewith, the Company may be required to make in respect of public roads, the

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Company shall, when constructing Railway Number 2 by this Act authorised and as part of the works thereof, make, and at all times thereafter maintain, the following bridges for the accommodation of the owner of the said estate or his tenants; that is to say, three good and sufficient bridges, with proper metalled approaches thereto, either under or over the said Railway Number 2, as the circumstances of the case may be, in all respects suitable for the passage of horses, waggons, and carts, at such points of Railway Number 2 where it passes through the said Saddlescombe estate, as the owner of the said estate may in writing under his hand require:

- (2.) In case the owner of the said estate should be desirous that the Company should, in lieu of constructing one of such bridges as aforesaid, provide two cattlecreeps or archways for the passage of cattle under Railway Number 2 at a point or points thereon where it passes through the said estate, to be specified in writing by the owner of the said estate, and before the bridge in lieu of which such cattlecreeps or archways are to be constructed has been commenced, express in writing under his hand such desire to the Company, then the Company shall not be required to make such bridge, but shall, by way of substitution therefor, make, and for ever thereafter maintain, two good and sufficient cattlecreeps or archways for the passage of cattle under such Railway Number 2: Provided always, that the Company shall not be required to spend more than two hundred and fifty pounds in the construction of such two cattlecreeps or archways, but may recover from the owner of the said estate in any court of competent jurisdiction any expense properly incurred by the Company in excess of the said sum of two hundred and fifty pounds:
- (3.) The Company shall, whenever required by the owner of the said Saddlescombe estate, make, and for ever thereafter maintain, at such point not more distant than one hundred yards from the point on the deposited plans marked four furlongs from the commencement of Railway Number 2, and on such side of the railway as the owner for the time being of the said estate shall require, a good and sufficient level siding not less than sixty yards in length, with a loading bank and all proper rails, switches, points, signals, and other works which may be necessary and convenient, so as that the same may be used in connexion with the



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main line of Railway Number 2 by the owner of the said estate or his tenants, and the Company or any company or person lawfully working the said Railway Number 2 shall at all reasonable times, when required by the said owner or his tenants, supply them with proper and sufficient trucks for the purpose of carrying either to or from the said siding of all manures and agricultural produce, and shall provide all locomotive power and labour which may be necessary for working the said siding and the traffic thereon in connexion with the said Railway Number 2, subject to the payment of tolls, rates, and charges, not exceeding those authorised by the London, Brighton, and South Coast Railway (Mitcham and Tooting Lines, &c.) Act, 1863: Provided always, that the owner of the said estate or his tenants shall not require the Brighton Company, so long as they may be working the said Railway Number 2, to work the said siding or the traffic thereon at any time or for any purpose at or for which the Company could not require the Brighton Company to work the railway with which the said siding forms a junction:

- (4.) All the works herein-before provided to be executed by the Company shall be constructed under the superintendence and to the reasonable satisfaction of the engineer of the owner of the said Saddlescombe estate.

**33.** With respect to the Post Office telegraph system the following provisions shall take effect:

- (A.) The Company shall not by any work or thing interfere with any telegraph post, wire, tube, apparatus, or work of Her Majesty's Postmaster General, or execute or do any work or thing causing or likely to cause any interruption of or impediment to postal telegraphic communication, unless and until the Company have given to the Postmaster General one calendar month's previous notice in writing of their intention to execute or do the proposed work or thing, specifying all necessary and proper particulars relating thereto, and unless and until the Postmaster General has approved of the proposed work or thing by writing delivered to the Company, or has failed to approve or to disapprove of the same for one calendar month after service of such notice and particulars on him: Provided always, that this section shall not be deemed to prevent the Company executing any repairs or other works or

Restriction  
on works  
affecting  
Post Office  
telegraph  
system.

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things which shall be necessary to prevent accidents, and in any such case the Company shall forthwith give notice to the Postmaster General of any such interference, and the reason for the same :

Power for  
Postmaster  
General  
to annex  
conditions.

(B.) Her Majesty's Postmaster General may annex to his approval under this Act of any work or thing such reasonable terms and conditions as to the time and mode of execution of any such work or thing as he thinks fit, and the Company shall observe and perform the same :

Power of  
entry for  
Postmaster  
General.

(C.) The engineer and other officers and servants and workmen of Her Majesty's Postmaster General may at and for all reasonable times enter on and into and remain on any of the railways, lands, and works of the Company for the purpose of examining, repairing, altering, or removing any telegraph post, wire, tube, apparatus, or work the property of the Postmaster General being thereon :

Compensa-  
tion by  
Company to  
Postmaster  
General,  
and penalty.

(D.) The Company shall from time to time make full compensation to Her Majesty's Postmaster General for any expense, loss, or damage which he is put to or sustains by reason of the Company by any work or thing executed or done by them interfering with any telegraph post, wire, tube, apparatus, or work of the Postmaster General ; and if at any time any such work or thing causes an interruption of or impediment to postal telegraphic communication, the Company shall, in addition to making compensation as aforesaid, be liable to forfeit a sum not exceeding twenty pounds for every twenty-four hours during which that interruption or impediment continues, and the amount of any such expense, loss, damage, or forfeiture shall be a debt due from the Company to the Crown, and be recoverable accordingly with costs, or the same may be recovered with costs on behalf of the Postmaster General as a penalty is recoverable from the Company :

Power for  
Postmaster  
General to  
construct  
and work  
telegraphs,  
&c.

(E.) Her Majesty's Postmaster General, on, over, along, and across any of the railways, works, and lands for the time being of the Company, may from time to time construct such line or lines of telegraphs as he thinks fit, with all necessary and proper posts, wires, apparatus, and other works connected therewith, and remove or vary the same and construct others instead thereof or in addition thereto, and may maintain, inspect, test, repair, reinstate, work, and use the same as they for the time being exist, and may, by his engineers and other officers, servants, and



workmen at and for all reasonable times, for all or any of the purposes aforesaid, enter on and into and remain on those railways, works, and lands; but in the exercise of the powers of this section the Postmaster General shall not interfere with the traffic on any of the Company's railways, and shall cause as little inconvenience as may be to the Company, and shall execute and do every work or thing to the reasonable satisfaction of the engineer of the Company; and if at any time the Company desire to make, at their own expense, any alteration in any work executed by the Postmaster General under the authority of this section without interrupting or impeding postal telegraphic communication, they may do so, first giving notice in writing to the Postmaster General of their intention, and in the exercise of the powers given by this section, the Postmaster General shall do as little damage as may be, and shall make full compensation to the Company for all damage sustained by them by reason or in consequence of the exercise of such powers, the amount and application of such compensation to be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," and any Act amending the same, for the determination of the amount and application of compensation for lands taken or injuriously affected:

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- (F.) Inasmuch as it is contemplated to introduce a general measure for the better protection of the national telegraphs, and to enlarge the powers of the Postmaster General in relation thereto, this section shall only remain in force for one year from the date of the passing of this Act, and to the end of the then next session of Parliament.

Provisions to remain in force for one year and to the end of the then next session of Parliament.

**34.** Whereas, pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of three thousand one hundred and sixty-two pounds one shilling consolidated three pounds per centum Bank annuities, being equal in value to five per centum upon the amount of the estimate in respect of the railway, has been transferred into the name of Her Majesty's Paymaster General on account of the High Court of Justice (Chancery Division) in respect of the application to Parliament for this Act: Be it enacted that, notwithstanding anything contained in the said Act, the said annuities shall not be transferred to or on the application of the person or persons, or the majority of the persons, named

Deposit money not to be repaid until line opened or half the capital paid up and expended.



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Application  
of deposit.

**35.** The said annuities so transferred as aforesaid shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway, or any portion thereof, or who may 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 shall have 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 of Justice (Chancery Division) may seem fit, and if no such compensation shall be payable, or if a portion of the said annuities shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said annuities, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty and accordingly be transferred to or for the account of Her Majesty's Exchequer in such manner as the said division think fit to order, on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or in the discretion of the Court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be transferred to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until



the said annuities have been transferred to the transferors, or have 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 person or persons, or the majority of the persons, named in such warrant or order as aforesaid, or the survivors or survivor of them.

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**36.** 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 to be exercised, except as to so much thereof as shall then be completed.

Period for completion of works.

**37.** The Company may demand and take, in respect of the use of the railway, any tolls not exceeding the following; (that is to say,)

Tolls for passengers and animals.

In respect of passengers and animals conveyed on the railway :

For any person twopence per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum of one penny per mile :

Class 1. For any horse, mule, or other beast of draught or burden, threepence per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum per mile not exceeding one penny :

Class 2. For any ox, cow, bull, or head of neat cattle, twopence per head per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum per mile not exceeding one penny :

Class 3. For any calf, pig, sheep, lamb, or other small animal, one penny per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum per mile not exceeding one halfpenny.

In respect of goods and other things conveyed upon the railway :

Tolls for goods.

Class 4. For all coals, culm, cinders, cannel, ironstone, iron ore, limestone, chalk, sand, slag, and clay (except fireclay), dung, compost, and all sorts of manure, and all undressed materials for the repair of public roads or highways, per ton per mile twopence; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one halfpenny :

Class 5. For all coke, charcoal, pig iron, bar iron, rod iron, hoop iron, plates of iron, wrought iron, heavy iron castings, railway chairs, slabs, billets, and rolled iron, lime, bricks, tiles, slates, salt, fireclay, and stone, copper ore, lead ore, tin ore, antimony, and manganese, and all other ores, minerals; and semi-metals,



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per ton per mile, threepence; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one penny:

Class 6. For all sugar, grain, corn, flour, hides, dye woods, earthenware, timber, staves, deals, and metals (except iron), nails, anvils, vices, and chains, and for light iron castings, per ton per mile fourpence; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one penny:

Class 7. For cotton and other wools, drugs, and manufactured goods, and all other wares, merchandise, fish, articles, matters, or things, per ton per mile fivepence; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one penny:

For every carriage of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, conveyed on a truck or platform belonging to the Company, sixpence per mile, and a sum of one penny halfpenny per mile for every additional quarter of a ton, or fractional part of a quarter of a ton, which any such carriage may weigh.

Tolls for  
propelling  
power.

**38.** The toll which the Company may demand 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 authorised to be taken.

Regulations  
as to tolls.

**39.** The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act; (that is to say,)

For all passengers, animals, goods, or minerals conveyed on the railway for a less distance than three miles, the Company may demand tolls and charges as for three miles:

For a fraction of a mile beyond three miles, or beyond any greater number of miles, the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein, and if there be a fraction of a quarter of a mile, such fraction shall be deemed a quarter of a mile; and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile:

For a fraction of a ton the Company may demand tolls 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 : A.D. 1877.

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 weight, and so in proportion for any smaller quantity.

40. With respect to small parcels not exceeding five hundred pounds in weight, and single articles of great weight, notwithstanding anything in this Act, the Company may demand and take any tolls not exceeding the following ; (that is to say,) Tolls for  
small parcels  
and single  
articles of  
great weight.

For the carriage of small parcels on the railway :

For any parcel not exceeding seven pounds in weight, three-pence ;

For any parcel not exceeding fourteen pounds in weight, five-pence ;

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

For any parcel not exceeding fifty-six pounds in weight, nine-pence ;

And for any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight, the Company may demand any sum which they may think fit :

Provided always, that articles sent in large aggregate quantities, although made up 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 :

For the carriage of single articles of great weight on the railway :

For the carriage of any one boiler, cylinder, or single piece of machinery, or single piece of timber or stone, or other single article, the weight of which, including the carriage, shall exceed four tons but shall not exceed eight tons, the Company may demand such sum as they think fit not exceeding eightpence per ton per mile :

For the carriage of any one boiler, cylinder, or single piece of machinery, or single piece of timber or stone, or other single article, the weight of which, with the carriage, shall exceed eight tons, the Company may demand such sum as they think fit.

41. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway, including the Maximum  
rates for  
passengers.

A.D. 1877. tolls for the use of the railway, and for carriages and locomotive power, and every other 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 halfpenny per mile.

Maximum rates for animals and goods.

**42.** The maximum rate of charge to be made by the Company for the conveyance of animals, goods, and other articles (except such small parcels and single articles of great weight as aforesaid) on the railway, including the tolls for the use of the railway, and for waggons or trucks and locomotive power, and for every other expense incidental to the conveyance (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods, and for delivery and collection, and any other service incidental to the business or duty of a carrier where any such service is performed by the Company), shall not exceed the following sums; (that is to say,)

For every animal in Class 1, fourpence per mile;

For every animal in Class 2, threepence per mile;

For every animal in Class 3, one penny per mile;

For everything in Class 4, one penny halfpenny per ton per mile;

For everything in Class 5, twopence per ton per mile;

For everything in Class 6, threepence per ton per mile;

For everything in Class 7, fourpence per ton per mile;

And for every carriage of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried or conveyed on a truck or platform, per mile sixpence; and if weighing more than one ton, one penny halfpenny for every additional quarter of a ton, or fractional part of a quarter of a ton, which such carriage may weigh.

Passengers luggage.

**43.** 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.

Terminal station.

**44.** No station shall be considered a terminal station in regard to any goods conveyed on the railway unless such goods have been



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received thereat direct from the consignor, or are directed to be delivered thereat to the consignee. A.D. 1877.

45. 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. Restrictions as to charges not to apply to special trains.

46. Nothing in this Act shall prevent the Company from taking any increased charges, over and above the charges by this Act limited, for the conveyance of animals, goods, or minerals of any description by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto, or in respect to the conveyance of animals, goods, or minerals other than small parcels by passenger trains. Company may take increased charges by agreement.

47. The Company and the Brighton Company may, subject to the provisions of Part III. of "The Railways Clauses Act, 1863," as amended or varied by "The Regulation of Railways Act, 1873," from time to time enter into agreements with respect to the following purposes, or any of them; (that is to say,) Working agreements with the Brighton Company.

The working, use, management, and maintenance of the railway and works:

The supply and maintenance under any agreement for the railway being worked and used by the Brighton Company of engines, stock, and plant, and of officers and servants necessary for the purposes of such agreement:

The management, regulation, interchange, collection, transmission, and delivery of traffic upon or coming from or destined for the railways of the contracting companies:

The fixing, collection, payment, appropriation, apportionment, and division of the tolls, rates, income, and profits arising from such traffic:

The payments, allowances, drawbacks, or rebates to be made and allowed in respect of any such traffic.

48. During the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the railway by the Brighton Company, the railways of the Company and of the Brighton Company shall, for the purposes of short-distance tolls and charges, be considered as one railway, and in estimating the amount of tolls and charges in respect of traffic Tolls on traffic conveyed partly on the railway and partly on the Brighton Railway.

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A.D. 1877. — conveyed partly on the railway and partly on the railway of the Brighton Company for a less distance than three miles, tolls and charges may only be charged as for three miles; and in respect of passengers, for every mile or fraction of a mile beyond three miles, tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond three miles, tolls and charges as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railway and partly on the Brighton Railway.

Confirmation of agreement in schedule.

Saving rights of the Crown, except as provided by agreement.

**49.** The articles of agreement made the twelfth day of July one thousand eight hundred and seventy-seven between the Honourable Charles Alexander Gore, one of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, and the said William Hall, William Hudson, and William John Smith, and contained in the schedule to this Act, are confirmed and shall be binding upon the Company, and valid as between the Commissioners of Her Majesty's Woods, Forests, and Land Revenues and the Company; and except as provided by such articles of agreement, nothing contained in this Act shall authorise the Company to take, use, or in any manner interfere with any land or hereditaments, or any rights of whatsoever description, belonging to the Queen's most Excellent Majesty, in right of her Crown, and under the management of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, nor to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Interest not to be paid on calls paid up.

**50.** The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend 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.

**51.** 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 of 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.



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**52.** Nothing in this Act contained shall exempt the Company or the railway 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 by this Act.

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Railway not exempt from provisions of present and future general Acts.

**53.** 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.

Expenses of Act.

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SCHEDULE referred to in the foregoing Act.

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ARTICLES OF AGREEMENT made the 12th day of July 1877 between the Queen's most Excellent Majesty of the first part, the Honourable Charles Alexander Gore, the Commissioner of Her Majesty's Woods, Forests, and Land Revenues in charge of the Land Revenues of the Crown in the county of Sussex, on behalf of Her Majesty, acting under the powers of an Act of the 10th George the 4th, chapter 50, and of an Act of the 14th and 15th years of the reign of Her present Majesty, chapter 42, of the second part, and William Hall, of Lancing, in the county of Sussex, gentleman, William Hudson, of Brighton, in the said county, contractor, and William John Smith, of Brighton aforesaid, wine merchant, herein-after called the promoters, of the third part.

WHEREAS the promoters have applied to Parliament for an Act to authorise the construction of two railways ; that is to say, a Railway Number 1, three miles one furlong and six chains in length, commencing in the parish of Aldrington, by a junction with the Portsmouth line of the London, Brighton, and South Coast Railway Company at a point about two miles and eleven chains from Brighton Station, and terminating in the parish of Hangleton, and a Railway Number 2, one mile and five furlongs in length, commencing in the said parish of Hangleton, by a junction with Railway Number 1, at a point distant about five chains from Skeleton Hovel, and terminating in the parish of Poynings, on the eastern side of the road leading from Brighton to the Dyke Hotel, and will

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A.D. 1877. require for the purpose of Railway Number 2 the ipossession of portions of certain land, the property of Her Majesty in right of her Crown, and delineated and coloured pink in the plan drawn hereon, and now in the occupation of Charles Tulley for a term of years ending on the 10th day of October 1885, and it has been agreed between the said Charles Alexander Gore, as such Commissioner as aforesaid, and the said promoters that the following agreement shall be entered into relative to the said land.

Now these presents witness that the said Charles Alexander Gore doth hereby, on behalf of the Queen's Majesty, covenant with the said promoters, and the said promoters do hereby covenant with the Queen's Majesty, in manner following; (that is to say,)

1. This agreement shall not have any force or validity unless the said Bill, with such alterations as may be sanctioned by Parliament, become an Act of Parliament in the present session, in which case this agreement is to be binding, and an agreement to the same effect as these presents shall be entered into between the said Charles Alexander Gore or other the Commissioner or Commissioners for the time being of Her Majesty's Woods, Forests, and Land Revenues in charge of the Land Revenues of the Crown in the county of Sussex, herein-after called the said Commissioner or Commissioners, and the Company, to be constituted by such last-mentioned Act of Parliament, before the said Company enter or take away lands or hereditaments belonging to Her Majesty.

2. In the event of such Act as aforesaid being passed, the said Company shall not enter upon or interfere with any land belonging to Her Majesty unless or until a consent in writing for that purpose is given by the said Commissioner or Commissioners.

3. The Company, before taking possession of any land belonging to Her Majesty, shall pay to the said Commissioner or Commissioners as follows; videlicet, for the interest of the Crown in the whole of the land belonging to Her Majesty which may be required for the said line of railway, and for any approaches to bridges and crossings, or for any station or other works, subject to the existing lease, at the rate of £100 per acre, and so in proportion for a proportionate part of an acre, and for all land belonging to Her Majesty which may be severed on the north side of the said railway, and not so taken at the rate of £50 per acre of the land so severed, and so in proportion for a proportionate part of an acre.

4. The Company shall not take or retain any land belonging to Her Majesty for side cuttings, or for the deposit of spoil, or for any other purpose whatever, other than such land as may, in the opinion of the said Commissioner or Commissioners, be necessary for the construction of the line of railway and station, and for the works which the Company are to execute under this agreement.

5. The Company shall not in any manner damage or obstruct the drains or watercourses in or through the lands belonging to Her Majesty on either side



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of the line of railway, and in case any of the works of the Company shall in any manner affect such drains or watercourses, or the general drainage of the Crown lands in the vicinity, the Company shall forthwith construct proper and sufficient culverts, drains, and other works, of such sizes, at such depths, and generally of such a nature as the said Commissioner or Commissioners may deem necessary, for the maintenance of the proper drainage of the Crown lands, and as he or they may, by notice in writing under his or their hand or hands, require the Company to construct, which notice may be left at any station on the line of railway, or at the office of the secretary of the Company; and the Crown shall have full power to make any communication with and shall have the free use of and right of drainage into any ditches formed by the Company on the lands taken by them, and shall also have power at all times hereafter to construct under the railway such sewers, drains, and culverts as the said Commissioner or Commissioners may from time to time consider necessary.

6. The Company shall, to the satisfaction of the said Commissioner or Commissioners, to be expressed in writing, provide a siding at the Dyke terminus, with convenient approaches thereto, in such situation as shall be approved of by the said Commissioner or Commissioners, and shall give all reasonable facilities to the Crown, its agents, lessees, tenants, and assigns, for the conveyance to and from such siding of cattle, horses, sheep, and other animals, agricultural produce, and other articles and merchandise, and such merchandise shall be conveyed at lowest rates at which any other merchandise of the same class is conveyed from any part of the line to any place whatever.

7. The Company shall, at or about the point marked A on the said plan, the precise spot to be approved by the said Commissioner or Commissioners, construct a bridge with convenient approaches, and with a roadway of the clear width of not less than 20 feet, and properly metal the said road and approaches to a depth of not less than 10 inches.

8. In the event of the pond within the limits of deviation of the proposed railway, at the point B on the said plan, being in the opinion of the said Commissioner or Commissioners interfered with or injuriously affected by the works of the Company, the Company will, within one month after receiving notice in writing, signed by the said Commissioner or Commissioners, requiring either the construction of a new pond, or, at the option of the said Commissioner or Commissioners, the payment of a sum of £100, proceed to construct at such place as shall be required by the said Commissioner or Commissioners, and will within two months from receiving the said notice complete to the satisfaction of the said Commissioner or Commissioners another pond for the use of the Crown, its lessees, tenants, or assigns, or, at the option of the said Commissioner or Commissioners, shall, within the said one month from receiving the said notice, pay to the Crown a sum of £100 in lieu of constructing such other pond.

9. The Company shall, throughout the estate of the Crown known as the Poyning's estate, fence in the line of railway, and the approaches to the bridges and crossings, and all land taken for their works, with a good substantial flat iron fence of not less than six bars.



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10. All the works which are to be executed by the Company in pursuance of this agreement shall be so executed, and (except any new pond constructed in pursuance of Article 8 of this agreement) for ever maintained by them in good and substantial repair with good, sound, and substantial materials, according to such plans and drawings as shall have been previously approved of in writing by the said Commissioner or Commissioners, and in all things to his or their satisfaction.

11. The Company shall make fair and reasonable compensation to the lessees and tenants of the Crown for all injury, loss, or damage they may sustain by severance, or otherwise by reason of the works of the Company, and an abatement of rent shall be made by the Crown in respect of the land taken by the Company, the amount of which abatement shall be fixed by the Crown receiver for the county of Sussex.

12. Upon completion of the line of railway and of the several works to be executed by the Company pursuant to these presents, and upon payment of all moneys to be paid by the Company to the Crown, a conveyance shall be made to the Company by the said Commissioner or Commissioners of the land of Her Majesty required and authorised to be purchased for the said line of railway, subject to any existing lease or leases or tenancies thereof, the conveyance to be prepared in duplicate in the office of the said Commissioners, and shall contain covenants by the Company for the performance of such of the stipulations herein-before contained as may then remain to be performed, and such other clauses as are usually inserted in conveyances of a similar nature made by the Crown.

13. The Company shall not require any abstract or other evidence of title to the land to be conveyed to them as aforesaid.

14. All costs, charges, and expenses which may be incurred by Her Majesty or the said Commissioner or Commissioners, and of any engineer or surveyor to be employed by the Commissioner or Commissioners in relation to any of the matters herein-before mentioned, or in any manner relating to the works of the Company, or consequent upon the passing of the Act, and also the official charges for the preparation of this agreement, and the agreement herein-before referred to, and of the conveyance to be executed as aforesaid, shall be paid as follows, that is to say, if the said intended agreement shall be entered into shall be paid by the Company, but if not, shall be paid by the promoters.

15. This agreement shall be subject, so far as regards the engagement entered into by the said Charles Alexander Gore, to the approval of the Lords Commissioners of Her Majesty's Treasury.

And the said Charles Alexander Gore doth hereby direct that this deed shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the Office of Land Revenue, Records, and Enrolments, and the filing or making an entry of such deposit by the Keeper of the said Records



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and Enrolments. In witness whereof the said parties of the second and third parts A.D. 1877.  
have hereunto set their hands and seals the day and year first above written. —

CHARLES A. GORE

L.S.

WILLIAM HALL.

L.S.

WILLIAM HUDSON.

L.S.

W. J. SMITH.

L.S.

Signed, sealed, and delivered by the within-named

CHARLES ALEXANDER GORE,

In the presence of

J. F. REDGRAVE,

Office of Woods, &c.

London.

Signed, sealed, and delivered by the within-named

WILLIAM HALL,

In the presence of

CHARLES LAMB,

14, Ship Street, Brighton,

Solicitor.

Signed, sealed, and delivered by the within-named

WILLIAM HUDSON,

In the presence of

CHARLES LAMB.

Signed, sealed, and delivered by the within-named

WILLIAM JOHN SMITH,

In the presence of

CHARLES LAMB.

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