



## CHAPTER ccxviii.

An Act for incorporating the Lewes and East Grinstead A.D. 1877.  
Railway Company ; and for other purposes.

[10th August 1877.]

**W**HEREAS the construction of the railways by this Act authorised from the Brighton, Uckfield, and Tunbridge Wells branch of the London, Brighton, and South Coast Railway Company (in this Act called “the Brighton Company”), near Barcombe Station, to their Three Bridges and Tunbridge Wells branch near East Grinstead Station, with a branch to their main line between Hayward’s Heath and Balcombe Stations, would be of great public and local advantage :

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

And whereas it is expedient that the agreement between the promoters of the Company and the Brighton Company (a copy of which is set forth in the Schedule to this Act) should be sanctioned and made binding on the Company and the Brighton Company :

And whereas plans and sections showing the lines and levels of the railways authorised by this Act, and also books 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, were 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 books of reference :

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,

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*Railway Act, 1877.*

A.D. 1877. — and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Short title. 1. This Act may be cited as “The Lewes and East Grinstead Railway Act, 1877.”

Incorporation of provisions of general Acts herein named. 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. (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.

Interpretation 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 railways,” “the railway,” and “the undertaking,” mean respectively the railways and 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.

Incorporation of Company. 4. The Right Honourable Henry North Earl of Sheffield, Lord Arthur Hill, William Langham Christie, Edward Easton, William Henry Hallett, James Henry Sclater, 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 Lewes and East Grinstead Railway Company,” and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

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



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

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- (1.) A railway (No. 1), 17 miles and 7·17 chains in length, commencing in the parish of Barcombe by a junction with the Brighton, Uckfield, and Tunbridge Wells branch of the Brighton Company, at a point about 770 yards south-westward from the south end of the passenger platform at Barcombe Station, and terminating in the parish of East Grinstead, at a point about 240 yards south-westward from the bridge by which the Three Bridges and Tunbridge Wells branch of the Brighton Company is carried over a road at the distance of about 260 yards westward from the passenger platform at East Grinstead Station :
- (2.) A railway (No. 2), 1 furlong and 7·67 chains in length, wholly in the said parish of East Grinstead, commencing by a junction with railway No. 1 at its termination, and terminating by a junction with the Three Bridges and Tunbridge Wells Branch Railway above mentioned, at a point about 200 yards westward from the booking office at East Grinstead Station :
- (3.) A railway (No. 3), 3 miles 2 furlongs and 6 chains in length, commencing in the parish of Ardingly by a junction with the main line of the Brighton Company, at a point about 25 yards northward from the bridge carrying the road known as Copyhold Lane over the said main line, and terminating in the parish of Horsted-Keynes by a junction with railway No. 1 in Leamland Wood.

6. The capital of the Company shall be four hundred thousand pounds, in forty thousand 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 be issued 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 three fourths of the amount of a share Calls.



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Receipt in  
case of  
persons not  
sui juris.

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.

Power to  
divide  
shares.

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 of the amount payable thereon), and the residue to the credit of the preferred half share.

Dividends on  
half 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 six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose, on the amount for the time being paid up on the preferred half share, and the remainder (if any) in payment of dividend on the deferred half share; and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividends  
on preferred  
shares to be  
paid out of  
the profits  
of the 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 share bearing the same number, but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year, no part of the deficiency shall be made good out of the profits of any subsequent year, or out of any other funds of the Company.

Half shares  
to be regis-  
tered 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. A.D. 1877.

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. Terms of issue to be stated on certificates.

15. The provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the forfeiture of shares for nonpayment 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. Forfeiture of preferred shares.

16. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company. Preferred half 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 one hundred and thirty-three thousand three hundred pounds, but no part thereof shall be borrowed until the whole capital by this Act authorised 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 Power to borrow on mortgage.



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A.D. 1877. — 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, or 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.

Receiver  
may be  
appointed.

**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 ten thousand pounds in the whole.

Debenture  
stock.

**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 granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

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 ordi-  
nary meet-  
ing.

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

Number of  
directors.

**23.** The number of directors shall be eight (including in that number the directors to be appointed by the Brighton Company as herein-after provided), but the Company may at any time hereafter reduce the number of directors, provided that the number be not less than six.

Qualification  
of directors.

**24.** The qualification of a director, other than a director appointed by the Brighton Company, shall be the possession in his own right of not less than twenty-five shares.

Quorum.

**25.** The quorum of a meeting of directors shall be three.

First  
directors.

**26.** The Right Honourable Henry North Earl of Sheffield, Lord Arthur Hill, William Langham Christie, Edward Easton, William Henry Hallett, and James Henry Sclater, and two other persons to

be appointed as herein-after provided by the Brighton Company, shall be the first directors of the Company. The first directors (other than the directors so to be appointed by the Brighton Company) 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 (but subject to the power of reduction of directors herein-before contained) either continue in office the directors appointed by this Act (other than the directors to be appointed as aforesaid by the Brighton Company), or any of them, or may elect new directors to supply the places of those not continued in office, the directors appointed by this Act 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 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 and not having resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.

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Election of directors.

**27.** The Brighton Company may from time to time appoint two persons, being directors of the Brighton Company, to be two of the eight directors of the Company: Provided that the clauses and provisions of this Act and of "The Companies Clauses Consolidation Act, 1845," with respect to the election, retirement from office, and rotation of directors, shall not apply to any director so appointed: Provided also, that the powers of the directors of the Company shall not be dependent on there being any such director, and that the Act of every person admitted and acting de facto as a director under this present clause shall be valid, without proof of his having been appointed as aforesaid.

Brighton Company may appoint directors of the Company.

**28.** Every such appointment of a director shall be in writing under the seal of the Brighton Company, and shall be deposited with the secretary of the Company, and may in like manner be revoked and renewed, and every person so appointed a director shall enter on office immediately on his appointment, and shall remain in office during the pleasure of the Brighton Company.

Mode of such appointment.

**29.** 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 ten acres.

Lands for extraordinary purposes.

**30.** 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.

Period for compulsory purchase of lands limited.



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Inclination  
of roads.

**31.** In altering for the purposes of this Act the road numbered on the deposited plans 61, in the parish of Horsted-Keynes, the Company may make the same of any inclination not steeper than one foot in fifteen feet.

Power to  
take ease-  
ments, &c.  
by agree-  
ment.

**32.** 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 Acts 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.

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

**33.** 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 equal to five per centum upon the amount of the estimate in respect of the railways has been deposited with the Chancery Division of Her Majesty's High Court of Justice in respect of the application to Parliament for this Act: Be it enacted that, notwithstanding anything contained in the said Act, the said sum so deposited as aforesaid in respect of the application for this Act shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them, unless the Company shall previously to the expiration of the period limited by this Act for completion of the railway either open the railway for the public conveyance of passengers or prove to the satisfaction of the Board of Trade that the Company have paid up one half of the amount of the capital by this Act authorised 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 Company shall either have opened the railway for the public conveyance of passengers or have given such proof as aforesaid to the satisfaction of the Board of Trade, the said sum of money deposited as aforesaid shall be applied in the manner herein-after specified; and the certificate of the Board of Trade that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the above-mentioned Act to the contrary notwithstanding.



**34.** The said sum of money deposited 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 Chancery Division of the High Court of Justice may seem fit, and if no such compensation shall be payable, or if a portion of the said sum of money shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum of money, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division of the High Court of Justice thinks 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 paid or 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 sum of money has been re-transferred to the depositors, or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the 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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 Application  
 of deposit.

**35.** If the railways are 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 railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Period for  
 completion  
 of works.

**36.** In constructing the junctions hereby authorised with the railways of the Brighton Company, the Company shall conform to the following conditions:

For protec-  
 tion of the  
 London,  
 Brighton,  
 and South



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Coast Rail-  
way Com-  
pany.

1. The junctions shall be made at such points 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 junctions 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 junctions, 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 junctions between the railway and the railways of the Brighton Company by the construction of the intended railways ; 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, except during the continuance of the scheduled agreement providing for the working of the railways by the Brighton Company, 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 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, purchase or take 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 junctions and works 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, A.D. 1877.  
 otherwise than is herein expressly provided.

**37.** The agreement entered into between the promoters of the Company and the Brighton Company, and dated the thirteenth day of April 1877, which is set forth in the schedule to this Act, is hereby confirmed and made binding on the promoters and the Company and the Brighton Company, and full effect may and shall be given thereto as an incorporated part of this Act: Provided that after the execution of the said agreement by the Company, in pursuance of the third article of the said agreement, the powers and liability of the promoters in respect thereof and of the railways shall cease.

Confirming  
 agreement  
 with the  
 Brighton  
 Company.

**38.** 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 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:

Restriction  
 on works  
 affecting  
 Post Office  
 telegraph  
 system.

(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 for  
 Postmaster  
 General to  
 annex con-  
 ditions.

(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

Power of  
 entry for  
 Postmaster  
 General.



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Compensation by  
 Company to  
 Postmaster  
 General, and  
 penalty.

of examining, repairing, altering, or removing any telegraph post, wire, tube, apparatus, or work the property of the Postmaster General being thereon :

(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 inten-



tion; 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.

This section to remain in force for only one year, &c.

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

Tolls for passengers and animals.

In respect of passengers conveyed on the railway:

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

In respect of animals conveyed upon the railways, or any part thereof, as follows:

Class 1. For every 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 of one penny per mile:

Class 2. For every ox, cow, bull, or neat cattle, twopence per head per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum of one penny per mile:

Class 3. For every calf, sheep, pig, lamb, and other small animal, one penny each per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum of one halfpenny per mile:

Class 4. For all coals, slack, coke, culm, charcoal, cannel, limestone, chalk, lime, salt, sand, fireclay, cinders, ashes, dung, compost, and all sorts of manure, and all undressed materials for the repair of public roads or highways, per ton per mile not exceeding one penny; and if conveyed in carriages belonging to the Company, an additional sum per ton per mile not exceeding one penny:

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Class 5. For all ironstone, iron ore, pig iron, bar iron, rod iron, sheet iron, hoop iron, plates of iron, slabs, billets, and rolled iron, bricks, slag, and stone, stone for building, pitching, and paving, tiles, slates, and clay (except fireclay), and for wrought iron not otherwise specifically classed herein, and for heavy iron castings, including railway chairs, per ton per mile not exceeding twopence; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile not exceeding one halfpenny:

Class 6. For all sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves, deals, and metals (except iron), nails, anvils, vices, and chains, iron hurdles, and for light iron castings, 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:

Class 7. For cotton and other wools, drugs, rags, and manufactured goods, and all other wares, merchandise, fish, articles, matters, or things, per ton per mile not exceeding threepence; 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 belonging to the Company, not exceeding sixpence per mile, and one penny halfpenny per mile for every additional quarter of a ton which any such carriage may weigh.

Tolls for  
propelling  
power.

40. The toll which the Company may demand for the use of engines for propelling carriages on the railways 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.

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

Short  
distances.

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

Fractional  
parts of a  
mile.

For a fraction of a mile beyond four 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 numbers 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 : A.D. 1877.

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 : Fractional parts of a ton.

With respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupois weight : General 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 on in proportion for any smaller quantity.

**42.** 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 exceeding seven pounds but not exceeding fourteen pounds in weight, fivepence :

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

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight, ninepence ; and for any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight, the Company may demand any sum which they think fit :

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

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 sixpence per ton per mile :

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

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A.D. 1877.

Maximum  
rates for  
passengers.

**43.** The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railways, including the 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 twopence per mile:

For every passenger conveyed in a second-class carriage, the sum of one penny halfpenny per mile:

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

For every passenger conveyed in an express train the Company may take an additional sum not exceeding one shilling for every first-class passenger, and eightpence for every second-class passenger by any such train.

Maximum  
rates for  
animals and  
goods.

**44.** The maximum rate of charge to be made by the Company for the conveyance of animals and goods, 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, threepence per ton per mile:

For everything in Class 6, threepence halfpenny 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 one penny halfpenny for every additional quarter of a ton weight which such carriage may weigh.

Passengers  
luggage.

**45.** Every passenger travelling upon the railways 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. A.D. 1877.

**46.** No station shall be considered a terminal station in regard to any goods conveyed on the railway, unless such goods have been received thereat direct from the consignor, or are directed to be delivered thereat to the consignee. Terminal station.

**47.** The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway, in respect of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railway. Foregoing charges not to apply to special trains.

**48.** 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 or goods 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 or goods other than small parcels by passenger trains. Company may take increased charges by agreement.

**49.** The Company on the one hand and the Brighton Company on the other hand may from time to time enter into and carry into effect and rescind contracts, agreements, and arrangements with respect to the following purposes, or any of them; (that is to say,) Power to enter into traffic arrangements.

The working, use, management, and maintenance by the contracting Companies, or either of them, of their respective railways, stations, and works, or of any part or parts thereof respectively:

The supply and maintenance of engines, stock, and plant for the purposes of any such agreement, and the employment of officers and servants for the conduct of the traffic on the respective railways, or any part thereof:

The payments to be made, and the conditions to be performed with respect to the matters aforesaid:

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

The fixing, collection, payment, appropriation, apportionment, and distribution between the Companies of the tolls, rates, income,

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and profits arising from the respective railways and works of the contracting Companies, or any or either of them, or any part thereof.

Tolls on traffic conveyed partly on the railway and partly on the railways of the Brighton Company.

**50.** During the continuance of the scheduled agreement or of any other agreement to be entered into under the provisions of this Act for the working of the railways of the Company by the Brighton Company, the railways of the Company and of the Brighton Company shall, for the purpose of tolls and charges, be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways of the Company and partly on the railways of the Brighton Company for a less distance than four miles, tolls and charges may only be charged as for four miles; and in respect of passengers, for every mile or fraction of a mile beyond four 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 four 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 railways of the Company and partly on the railways of the Brighton Company.

Interest not to be paid on calls paid up.

**51.** 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."

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

**52.** 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.

Provisions as to general railway Acts.

**53.** Nothing in this Act contained shall exempt the railways from the provisions of any general Act relating to railways, or the better or more impartial audit of the accounts of railway companies now in force, or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates



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of fares and charges, or of the rates for small parcels, authorised by A.D. 1877.  
this Act.

**54.** All costs, charges, and expenses of and incident to the <sup>Expenses</sup>  
preparing for, obtaining, and passing of this Act, or otherwise in <sup>of Act.</sup>  
relation thereto, shall be paid by the Company.

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The SCHEDULE referred to in the foregoing Act.

AGREEMENT made the 13th day of April 1877 between the Right Hon. Henry North Earl of Sheffield and Edward Easton, Esquire, on behalf of themselves, and all others, the Promoters of the Bill herein-after mentioned, of the one part, and The London, Brighton, and South Coast Railway Company (herein-after called the Brighton Company) of the other part.

WHEREAS the parties hereto of the first part (herein-after called the Promoters) are promoting a Bill in the present session of Parliament to incorporate a Company, to be called the Lewes and East Grinstead Railway Company (herein-after called the Lewes Company), and to authorise such last-mentioned Company to construct the following railways; that is to say,

1st. A railway (No. 1), commencing by a junction with the Brighton, Uckfield, and Tunbridge Wells Branch of the Brighton Company, near the Barcombe Station, and terminating in the parish of East Grinstead :

2nd. A railway (No. 2), in the parish of East Grinstead, commencing by a junction with railway No. 1 at its termination, and terminating by a junction with the Three Bridges and Tunbridge Wells Branch of the Brighton Company near the East Grinstead Station :

3rd. A railway (No. 3), commencing in the parish of Ardingly by a junction with the main line of the Brighton Company, and terminating in the parish of Horsted-Keynes by a junction with railway No. 1 in Leamland Wood :

And whereas the convenience of the public and the interest of the Promoters, as representing the Lewes Company, and of the Brighton Company, would be promoted by the working by the Brighton Company of the railways intended to be authorised by the said Bill, when made, in connexion with the existing railways of the Brighton Company, and the parties hereto have determined to enter into and execute these presents by way of agreement as herein-after appearing : Now therefore, these presents witness that it is hereby mutually agreed by and between the several Promoters for themselves, their respective executors, administrators, or assigns, of the one part, and the Brighton Company for themselves, their successors and assigns, of the other part, as follows ; that is to say,

1. The expression "the railways," wherever herein-after employed, means and includes the intended railways of the Lewes Company as proposed to be authorised by the herein-before recited Bill of that Company, subject to alterations or deviations as herein-after mentioned or referred to, and the sidings, stations, works, and conveniences connected with those railways respectively, as herein mentioned and described.

2. The word "traffic," wherever herein-after employed, means and includes all passenger, parcel, animal, goods, mineral, troops, police, and mails, and



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other traffic whatsoever, whether local or through, to be conveyed over the railways, or any part thereof. A.D. 1877

The expression "the Lewes Company's paid-up capital," wherever hereinafter employed, means and includes so much of the authorised share capital of the Lewes Company as shall have been from time to time called up by the Lewes Company, with the previous consent of the Brighton Company, testified in writing under the hand of the secretary of such last-mentioned company, and received by the Lewes Company.

The expression "the Lewes Company's debenture debt," wherever hereinafter employed, means and includes so much of the loan or mortgage and debenture debt of the Company, including debenture stock, as may have been raised or created and actually paid to the Lewes Company, with the previous consent of the Brighton Company, testified in writing under the hand of the secretary of such last-mentioned company.

3. The Promoters will, so soon as the said Bill shall have passed into a law, procure that the seal of the Lewes Company shall be attached to this agreement

4. The Lewes Company will make and complete the railways, if sanctioned by Parliament, unless otherwise agreed with the Brighton Company, with a single line of rails, subject to any alterations or deviations (being within their parliamentary powers) which may from time to time be required by the Brighton Company, including all proper and sufficient junctions, sidings, stations, station houses, station fittings and furniture, sheds, cranes, water tanks, water cranes, signals, electric telegraphs, and other works and conveniences, and also including all proper and sufficient houses at level crossings where necessary, so that the railways shall, unless otherwise agreed upon between the two Companies, within three years from the herein-before recited Bill receiving the royal assent, be approved by the Board of Trade as being in all respects fit to be opened and used for public traffic, and to the reasonable satisfaction of the engineer for the time being of the Brighton Company: Provided that the Lewes Company shall provide sufficient land and construct such tunnels, overbridges, and other works as the Brighton Company's engineer may consider necessary for a double line of rails throughout, and will, for the first twelve months after the opening for public traffic of each of the railways respectively, maintain the same, and all the various works, matters, and things mentioned in this article in substantial repair and in good working order and condition, reasonable wear and tear excepted: Provided that the Lewes Company shall not, nor shall the Promoters, undertake any work or liability for or in connexion with the railways without the previous consent in writing of the Brighton Company as herein-after provided.

5. The Lewes Company, as part of their obligations under the last preceding article, shall construct proper and sufficient stations for passengers and goods at the following places; that is to say,



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RAILWAY No. 1.

| M. | F. |   |   |   |   |   |   |   |                          |
|----|----|---|---|---|---|---|---|---|--------------------------|
| 1  | 0  | - | - | - | - | - | - | - | Barcombe Cross.          |
| 4  | 5  | - | - | - | - | - | - | - | For Newick and Chailey.  |
| 6  | 2  | - | - | - | - | - | - | - | Sheffield Bridges.       |
| 10 | 6  | - | - | - | - | - | - | - | Horsted-Keynes Junction. |
| 13 | 1  | - | - | - | - | - | - | - | West Hoathly.            |
| 15 | 0  | - | - | - | - | - | - | - | Turner's Hill.           |

RAILWAY No. 3.

|   |   |   |   |   |   |   |   |   |            |
|---|---|---|---|---|---|---|---|---|------------|
| 1 | 0 | - | - | - | - | - | - | - | Ardingley. |
|---|---|---|---|---|---|---|---|---|------------|

In addition to the above stations, the Barcombe and East Grinstead stations of the Brighton Company will be adapted and used by the Brighton Company for the working of the railways in such manner as shall be determined by the Brighton Company's engineer. The Brighton Company's outlay in so adapting their said two stations shall be paid to the Brighton Company by the Lewes Company.

6. Before the opening of the railways, or any part or parts thereof for traffic, the Lewes Company will, to the reasonable satisfaction of the engineer of the Brighton Company, make all such arrangements as shall be proper and sufficient for enabling the Brighton Company, on and after the opening of the railways, or any part or parts thereof, for public traffic, to work and use the same in accordance with this agreement.

7. If and whenever after the opening of the railways, or any part or parts thereof, for public traffic, any additional sidings or other works or conveniences are found requisite for the due development or the safe and convenient reception, accommodation, conveyance, or delivery of traffic thereon, or for compliance with the requirements of any Acts of Parliament, the same shall, at the request of the Brighton Company, be provided by and at the expense of the Lewes Company, and they will provide and complete the same to the reasonable satisfaction of the Brighton Company, and the same when completed shall for the purpose of this agreement be deemed a part of the railways, and any moneys expended thereon by the Lewes Company, and raised by them by shares or borrowing, shall be considered as part of the Lewes paid-up capital, or the Lewes debenture debt, as the case may require.

8. The Lewes Company will not at any time during the continuance of this agreement act as carriers on the railways, or either of them, or any part thereof; and they will abstain from doing or concurring in anything which might directly or indirectly interrupt, impede, interfere with, or in any way disturb the exercise or quiet enjoyment by the Brighton Company of any of the rights, powers, and privileges intended to be secured to them by this agreement.

9. On and after the opening of the railways, or either of them, for public traffic, and during the continuance of this agreement, the Brighton Company may and will manage, work, and use the same and the traffic thereon in accordance with this agreement.

10. On and after the expiration of twelve months after the opening of each of the said railways for public traffic, and during the continuance of this



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agreement, the Brighton Company will maintain and repair the same, including all the works and appliances thereof, in good repair, working order, and condition. A.D. 1877.

11. On and after the opening of the railways, or either of them, for public traffic, and during the continuance of this agreement, the Brighton Company may and will use and cause the same to be used for all traffic to be from time to time conveyed thereon; and the Lewes Company will from time to time, to the reasonable satisfaction of the engineer of the Brighton Company, provide for the Brighton Company all such accommodation and means as shall be proper and sufficient for the safe and convenient working and user by them of the railways, and each of them and every part thereof, and the reception, accommodation, conveyance, and delivery of traffic.

12. On and after the opening of the railways, or either of them, for public traffic, and during the continuance of this agreement, the Brighton Company will work the same as part of the Brighton Company's system of railways, and convey traffic thereon in a proper and convenient manner, and will run at least four passenger trains each way daily over railways Nos. 1 and 2 to and from Lewes, in through communication at East Grinstead with trains to and from London viâ Three Bridges until certain lines of railway intended to be promoted in the next session of Parliament, from Croydon to East Grinstead, shall have been completed, and after such last-mentioned lines shall have been completed then viâ those lines. The said four trains shall stop at Sheffield Bridges, Newick, and West Hoathly Stations.

13. With respect to the conveyance of troops, police, or mails, or other traffic (if any), which the Lewes Company are from time to time specially called on to convey on the railway, or any part thereof, the Brighton Company will from time to time act as the agents of the Lewes Company in conveying the same, and duly perform their duties in that behalf.

14. On and for ever after the opening of the railways for public traffic, the Brighton Company will provide and employ all station-masters, booking clerks, porters, signalmen, watchmen, workmen, and servants, and all other officers for the railways, and will provide all such locomotive power, engines, trucks, and rolling stock, plant, stores, materials, and labour as shall be proper and sufficient for the working and user of the Lewes railways by the Brighton Company, and the reception, accommodation, conveyance, and delivery by them of traffic thereon, and the Lewes Company shall not be bound to employ or provide any such person or thing.

15. On and for ever after the opening of the railways for public traffic, the Brighton Company shall have, exercise, and enjoy, at their own expense and risk, and for their own benefit, for the purpose of the maintenance, repair, working, and user by them of the railways and the management and conduct of the traffic thereon, all the rights, powers, and privileges whatsoever in that behalf of the Lewes Company, and as fully and as effectually as if the railways were part of the Brighton Railway.

16. The Brighton Company will, in the exercise of their rights, powers, and privileges under this agreement, in all respects duly perform and observe the several provisions with respect to the management, maintenance, repair, working, and user of the railways and every part thereof, and to the traffic

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A.D. 1877. thereon contained in the Acts from time to time in force with respect to the same.

17. On and after the opening of the railways for public traffic, the Brighton Company will bear and pay all rentcharges issued and created in lieu of capital expenditure, with the previous consent in writing of the Brighton Company, and also all tithes, tenants tithe rentcharges, rates, taxes, assessments, salaries, wages, and other outgoings (except property or income tax) in respect of the railways properly payable by a tenant; and will pay, so long as a separate organisation is maintained for the purpose of managing the business of the Lewes Company, the sum of £400 per annum for directors fees and secretarial charges; but the Brighton Company shall have the option of taking upon themselves such secretarial business as aforesaid, and thereupon the separate staff of the Lewes Company shall be discontinued, and the said payment of £400 per annum shall be reduced to £250 per annum, which the Brighton Company shall continue to pay for the directors fees of the Lewes Company.

18. The Brighton Company shall have the sole and exclusive right, uncontrolled by the Lewes Company, of fixing the tolls, fares, rates, and charges in respect of the railways and the traffic thereon, and shall have the free and uncontrolled management of the said railways and traffic, subject to the provisions of this agreement, in the same manner as if they were the absolute owners of the railways.

19. The gross amount of all the tolls, fares, rates, and charges from time to time payable to the Brighton Company in respect of the railways, or either of them, and the traffic thereon and received by them, shall be divided between and belong to the two Companies in the following proportions; that is to say,

1st. The Brighton Company shall pay to the Lewes Company such an amount thereof as shall be equal during the first five years from the opening of the whole of the said railways to  $3\frac{1}{2}$  per cent., and for ever after the expiration of such last-mentioned period of five years to 4 per cent. upon the debenture debt and the paid-up capital for the time being of the Lewes Company, such last-mentioned sums of  $3\frac{1}{2}$  per cent. and 4 per cent. being herein-after referred to as the "guaranteed amounts."

2nd. The Brighton Company shall retain the balance thereof, which shall belong to them, and shall be taken to cover all the expenses of working and managing the railways, or either of them, and their other expenditure and liabilities under this agreement.

20. The Lewes Company shall apply the moneys received by them under the last article—

1st. In payment of interest upon the Lewes Company's debenture debt.

2nd. In payment of dividends upon the Lewes Company's paid-up capital.

21. If and whenever during the continuance of this agreement the gross amount of the tolls, fares, rates, and charges mentioned in article 19 shall in any year or years prove insufficient to pay a sum equal to the guaranteed amounts for the time being payable to the Lewes Company, then in order to make up the deficiency, the Brighton Company will pay to the Lewes Company so much of the gross amount of all the tolls, fares, rates, and charges from time to time payable to and received by the Brighton Company in



respect of their own railways, for all through traffic passing partly over their own railways and partly over the railways of the Lewes Company, as may be necessary to make up, together with the whole of the gross amount referred to in article 19, the respective guaranteed amounts for the time being payable to the Lewes Company. A.D. 1877.

22. In case an interval less than half a year shall elapse between the first opening of the railways, or either of them, for public traffic and the 30th day of June or the 31st of December (as the case may be) next following, the provisions of the four last preceding articles shall apply, mutatis mutandis, to such shorter period.

23. The several payments to be made to the Lewes Company for the purposes expressed in articles 17 and 19 shall be made at such times as to secure the payment of the remuneration, salary, interest, and dividend respectively, half-yearly on the 30th day of June and the 31st day of December in every year, or within forty days after those days respectively.

24. Each of the Companies will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement, which accounts and vouchers shall be open at reasonable times for the inspection and transcription of the directors and agents of the Companies respectively, and the Companies respectively will afford to each other all proper and sufficient facilities for such inspection and transcription.

25. With respect to all through traffic, the accounts of the tolls, fares, rates, and charges for the same shall be so kept as that a due mileage proportion thereof, including terminals, shall be attributed to the railways of the Brighton Company and the Lewes Company respectively.

26. Each of the Companies will, within twenty-eight days after the 30th day of June and the 31st day of December in every year, transmit to the other Company an accurate abstract of such of the accounts as are from time to time necessary to be shown for any of the purposes of this agreement.

27. If and whenever either of the Companies, within 40 days after the transmission to them of any abstract of accounts, requires the other Company to verify the same, they will do so, and the abstract of accounts shall, if necessary, be made correct, and shall thenceforth be deemed a settled account, or if they permit the 40 days to pass without requiring the verification of the abstract of the accounts, the same shall thereupon be deemed a settled account, and no account once settled shall be reopened.

28. The Brighton Company shall apply to Parliament in the next ensuing session of Parliament (and the Lewes Company shall concur in and use their best endeavours to support such application) for a Bill enabling and requiring the Lewes Company to grant, and the Brighton Company to accept, a lease for 999 years of the railways and other the entire undertaking of the Lewes Company (or confirming any such lease which may have been previously executed by the Lewes Company and the Brighton Company respectively), upon terms and conditions which shall provide for the payment annually by the Brighton Company to the Lewes Company of a rent which shall be equal in amount to the sum annually required from time to time to meet the obligations of the Brighton Company to the Lewes Company under the terms of this agreement.

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29. The Brighton Company shall, in case the said last-mentioned Bill shall not pass into a law in the next ensuing session of Parliament, introduce a similar Bill in the following session of Parliament, and the provisions of the last preceding article shall be applicable to all proceedings to be had under this article.

30. In case of any difference arising under this agreement, the matter in dispute shall be referred to and settled by George Leeman, Esq., M.P., whom failing, by the President for the time being of the Railway Companies Association.

In witness whereof the Promoters have hereunto set their hands and seals, and the common seal of the Brighton Company has been hereto set the day and year first before written.

Signed, sealed, and delivered by  
the above-named Henry North Earl  
of Sheffield, in the presence of  
W. L. CHRISTIE,  
Glyndebourne, Lewes. }

SHEFFIELD.

L.S.

Signed, sealed, and delivered by  
the above-named Edward Easton, in  
the presence of  
W. H. HALLETT,  
141, Marine Parade, Brighton. }

EDWARD EASTON.

L.S.

Seal of the  
London, Brighton,  
and South Coast  
Railway Com-  
pany.