ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cclviii.

An Act for incorporating a Company for making a Railway in the County of *Devon*, to be called "The *Buckfastleigh, Totnes, and South Devon* Railway;" and for other Purposes.

[25th *July* 1864.]

WHEREAS the Construction of the Railways herein-after mentioned would be of public and local Advantage by affording a Means of Communication between the Town of *Buckfastleigh* and other Places and the *South Devon* Railway and *Totnes:* And whereas the several Persons herein-after named, with others, are willing at their own Expense to carry the same into execution: And whereas Plans and Sections showing the Lines and Levels of the proposed Railways and the Lands by this Act authorized to be acquired, and Books of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of those Lands have been deposited with the Clerk of the Peace for the County of *Devon:* And whereas the proposed Railways will communicate with the *South Devon* Railway, and might be conveniently worked in connexion with the Undertaking of the *South Devon* Railway Company; and it is expedient that Provision should be made for enabling the Company by this Act incorporated and the *South Devon* Railway Company to enter

into Contracts and Agreements with respect to the working, Use, and Maintenance by the *South Devon* Railway Company of the proposed Railways, and with respect to the Regulation, Management, and Transmission of the Traffic thereupon and upon the Railways of the *South-Devon* Railway Company, and with respect to the Collection, Payment, Division, Apportionment, Appropriation, and Distribution of the Tolls, Rates, and Charges arising from such respective Traffic: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "The *Buckfastleigh, Totnes, and South Devon* Railway Act, 1864."

8 & 9 Vict. cc. 16. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," so far as the same are applicable thereto, are (except when varied by this Act) incorporated with and form Part of this Act.

Same Meanings to Words in incorporated Acts as in this Act.

3. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Interpretation of Terms.

4. In this Act the Expression "the Company" shall mean the *Buckfastleigh, Totnes, and South Devon* Railway Company incorporated by this Act; and the Expression "the *South Devon* Company" shall mean the *South Devon* Railway Company; and the Expression "the Railways" shall mean the Railways, Stations, Works, and Conveniences by this Act authorized; and the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt and not a Debt or Demand created by Statute.

Company incorporated.

5. *John Pender, Alfred Seymour, John Bowden, John Hamlyn, Thomas Michelmore,* and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railways and for other the Purposes of this

this Act, and for those Purposes shall be incorporated by the Name of "The *Buckfastleigh, Totnes, and South Devon* Railway Company," and by that Name shall be One 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, but subject to the Restrictions, of this Act.

Capital.

6. The Capital of the Company shall be Forty-eight thousand Pounds, in Four thousand eight hundred Shares of Ten Pounds each.

Shares not to issue until One Fifth Part paid up.

7. It shall not be lawful for the Company to issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid in respect thereof.

Calls.

8. Two Pounds 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 One Year upon any Share.

Power to borrow on Mortgage.

9. The Company may from Time to Time borrow on Mortgage any Sums not exceeding in the whole Sixteen thousand Pounds, but no Part thereof shall be borrowed until the whole of the Capital of Forty-eight thousand Pounds is subscribed for 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 Shares for the whole of the Capital have been issued and accepted, and that not less than One Fifth Part of the Amount thereof has been paid on account of each separate Share before or at the Time of the Issue or Acceptance thereof, and that such Shares were issued *bonâ fide*, and are held by the Subscribers or their Assigns, and that for such Capital such Subscribers or their Assigns are legally liable.

Interest not to be paid on Calls not paid up.

10. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not 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

11. The Company shall not, out of any Money by this Act authorized to be raised, pay or deposit any Sum of Money which, by any Standing

paid out of Capital or Loan.

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 authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

Application of Monies.

12. All and every Part of the Money raised under this Act, whether by Shares or borrowing, shall be applied only for the Purposes of this Act.

Number of Directors.

13. The Number of Directors shall be Six; provided always, that the Company from Time to Time may reduce the Number of Directors so as the Number be not less than Three as a Minimum.

Quorum.

14. The Quorum of a Meeting of Directors shall be Three so long as the Number of Directors shall be more than Three, and Two when the Number of Directors shall be Three.

First Directors.

15. *John Pender*, *Alfred Seymour*, *John Bowden*, *John Hamlyn*, *Thomas Michelmore*, and *Charles Lempriere* shall be the First Directors of the Company.

Qualification of Directors.

16. The Qualification of a Director shall be the Possession in his own Right of not less than Twenty-five Shares.

Election of Directors.

17. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting held after the passing of this Act, and at that Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act or any of them, or the Meeting may elect a new Body of Directors, or so many Directors as are required to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election.

Subsequent Election of Directors.

18. At the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained, and the several Persons elected at any such Meeting, being neither removed nor disqualified, nor having resigned, shall continue to be Directors until others are elected in their Stead, in manner provided by "The Companies Clauses Consolidation Act, 1845."

19. At

Scale of voting.

19. At all Meetings of the Company every Shareholder shall be entitled to One Vote in respect of each Share held by him in the Capital of the Company.

Newspaper for Advertisements.

20. The Newspaper for Advertisements shall be any Newspaper published in the County of *Devon*.

Power to take Lands.

21. Subject to the Provisions of this Act and of the Acts wholly or partially incorporated herewith, the Company may from Time to Time enter upon, take, and use all or any of the Lands defined on the deposited Plans and described in the deposited Books of Reference.

Power to make Works according to deposited Plans.

22. Subject to the Provisions of this Act and of the Acts wholly or partially incorporated herewith, the Company may from Time to Time make in the Lines and according to the Levels shown on the deposited Plans and Sections, and in and upon the Lands shown on the deposited Plans and referred to in the deposited Books of Reference, the several Works shown by those Plans and by this Act authorized to be executed by them.

Railways and Works to be executed by Company.

23. The Railways and Works by this Act authorized to be constructed by the Company comprise the following Works; (that is to say),

A Railway, to be worked by Horse Power only, with all proper Stations, Sidings, Works, and Conveniences connected therewith, commencing by a Junction with the *South Devon* Railway in the Parish or Township of *Littlehempstone* in the County of *Devon*, and terminating in the Parish of *Totnes* upon or near to the Quay reputed to belong to the Trustees of the *Totnes* Charities:

A Railway, with all proper Stations, Sidings, Works, and Conveniences connected therewith, commencing by a Junction with the *South Devon* Railway in the said Parish or Township of *Littlehempstone*, and terminating in the Parish of *Buckfastleigh* in the County of *Devon*.

Railway first described not to be worked by Locomotive Engines, &c.

24. It shall not be lawful for the Company to work the Railway first herein-before described by Locomotive Engines or Carriages propelled by Steam or Atmospheric Agency, or drawn by Ropes in connexion with a stationary Steam Engine.

Provision as to Buckfastleigh Exten-

25. Provided, That if the Bill introduced into Parliament in the present Session for authorizing the *Teign Valley* Railway Company (in

sion of Teign Valley Railway.

(in this Section called "the *Teign* Company") to make and maintain Extensions of their Railway, One of them being Railway No. 4, to commence in the Parish of *Bovey Tracey* and to terminate in the Parish of *Buckfastleigh* (in this Section called "the *Teign Valley* Extension"), be passed into a Law in the present Session, and whether before or after the passing of this Act, then the following Provisions shall have effect; (that is to say,)

(A.) The Railway secondly described in this Act and by this Act authorized, commencing by a Junction with the *South Devon* Railway and terminating in the Parish of *Buckfastleigh* (in this Section called "the *Buckfastleigh* Railway"), shall terminate by a Junction with the *Teign Valley* Extension at the Termination of that Railway at the Boundary Line between the Fields numbered respectively on the Plans deposited for the Purposes of this Act 51 and 52 in the Parish of *Buckfastleigh*, being the Point where that Railway is on the deposited Plans thereof shown as intersecting that Boundary Line, and at the Level there of the *Buckfastleigh* Railway, and so that the Two Railways shall together form One continuous Line of Railway;

(B.) The Company shall not under the Authority of this Act, without in every Case the previous Consent of the *Teign* Company in Writing under their Common Seal, take, use, enter upon, or interfere with, either permanently or temporarily, except so far as is requisite for making the Junction and the incidental Works, the *Teign Valley Extension* or any of the Works connected therewith, or any Land North or North-east of that Boundary Line and an imaginary straight Line drawn Westwardly from the Western Termination of that Boundary Line, to the Turnpike Road leading from *Ashburton* to *Buckfastleigh:*

(C.) The Works and Conveniences connected with the Junction, and all incidental Matters and all other Matters in which the Two Companies are from Time to Time interested under these Provisions, shall from Time to Time be determined by the respective Engineers of the Two Companies, or, if and when and so far as they fail to agree thereon, shall be determined by a competent and impartial Civil Engineer, to be on the Application of the Two Companies or either of them from Time to Time appointed by the Board of Trade, as the single Arbitrator in that Behalf.

Power to cross certain Roads on the Level.

26. It shall be lawful for the Company in the Construction of the Railways to carry the same respectively, with a single Line of Railway, so long as the Railway shall be a single Line only, and with a double Line of Railway when the Railway shall be doubled, across and

and on the Level of the Roads numbered on the deposited Plans as follows; (that is to say,)

No. on Plan.	Parish.	Description of Road.
4	Totnes - - -	Public Landing Quay.
19	Totnes - - -	Public Road.
28	Totnes - - -	Public Street.
40	Staverton - - -	Public Road.
90	Staverton - - -	Public Road.

Regulating Inclinations of certain Roads.

27. As regards the Roads next herein-after mentioned, the Company may make those Roads respectively, when altered for the Purposes of this Act, of any Inclinations not steeper than the respective Inclinations herein-after mentioned in connexion with those Roads; (that is to say,)

No. of Road on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
127 2	Staverton - } Rattery - - }	Public Road and Bridge.	1 in 15 on one Side.
29	Buckfastleigh -	Public Road - -	1 in 12 on one Side and level on the other.

Width of Roadways over Bridges.

28. The Company may make the Roadways over the Bridges by which the following Roads will be carried over the Railways of such Width between the Fences thereof as the Company think fit, not being less than the respective Widths hereafter specified; (that is to say,)

No. on plan.	Parish.	Description of Road.	Width between Fences.
127 2	Staverton - - } Rattery - - }	Public Road and Bridge -	18 Feet.
29	Buckfastleigh -	Public Road - -	15 Feet.

Lands for extraordinary Purposes.

29. The Company may purchase by Agreement, in addition to the Lands by this Act authorized to be purchased compulsorily, any Quantity of Land for the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," not exceeding One Acre.

Powers for compulsory Purchases limited.

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 Two Years after the passing of this Act.

31. The

Period for Completion of Works.

31. The Railways shall be completed within Four Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Railways or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Gauge of Railway.

32. The Railways shall be constructed, maintained, and worked upon the Broad Gauge.

Deposit Money not to be repaid until Line opened or Half the Capital paid up and expended except on Execution of Bond, &c.

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

Lords Commissioners of Her Majesty's Treasury) conditioned for the Payment to Her Majesty, Her Heirs or Successors, of the Sum so deposited, if the Company shall not, within the Time limited for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the Solicitor to the said Lords Commissioners, then such Sum of Money and the Interest and Dividends thereof shall be paid to or on the Application of the Person or Persons, or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest and Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

34. The Tolls following may be demanded for the Use of the Railways; (that is to say,)

Tonnage on Articles of Merchandise.

In respect of the Tonnage of all Articles conveyed thereon or upon any Part thereof and included within the following Classes:

Class 1. For all Coals, Coke, Culm, Charcoal and Cinders, Compost, Dung, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of Roads or Highways, and all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile not exceeding One Penny Halfpenny; and if conveyed in Carriages belonging to the Company or to any other Company from Time to Time working the Railways under any Contract with the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company or to any other Company so working the Railways, a further Sum *per* Ton *per* Mile not exceeding Three Farthings:

Class 2. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile not exceeding Twopence; and if conveyed in Carriages belonging to the Company or to any other Company so working the Railways, an additional Sum *per* Ton *per* Mile not exceeding One Penny; and if propelled by an Engine belonging to the Company or to any other Company so working the Railways, a further Sum *per* Ton *per* Mile not exceeding One Penny:

Class 3. For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, *per* Ton *per* Mile not exceeding Threepence; and if conveyed in Carriages belonging to the Company or to any other Company so working the Railways, an additional Sum *per* Ton *per* Mile not exceeding One Penny; and if propelled by an Engine belonging to the Company or to any other Company so working the Railways, a further Sum *per* Ton *per* Mile not exceeding One Penny:

Class 4. For every Carriage of whatever Description (not being a Carriage adapted and used for travelling on Railways, and not weighing more than One Ton), *per* Mile not exceeding Threepence; and if any such Carriage be conveyed on a Truck or Platform belonging to the Company or to any other Company so working the Railways as aforesaid, an additional Sum *per* Ton *per* Mile not exceeding One Penny Halfpenny; and if propelled by an Engine belonging to the Company or to any other Company so working the Railways, a further Sum *per* Mile not exceeding One Penny Halfpenny, and the Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above One Ton which any such Carriage may weigh.

Tolls for Animals, &c.

In respect of Animals conveyed in Carriages upon the Railways, as follows:

Class 5. For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any such Carriage, *per* Mile not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company or to any other Company so working the Railways, an additional Sum *per* Mile not exceeding One Penny; and if such Carriage be propelled by an Engine belonging to the Company or to any other Company so working the Railways, an additional Sum *per* Mile not exceeding One Penny:

Class 6. For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, the Sum of Three Halfpence *per* Mile; and if conveyed in any Carriage belonging to the Company or to any other Company so working the Railways, an additional Sum *per* Mile not exceeding Three Farthings; and if such Carriage be propelled by an Engine belonging to the Company or to

any

any other Company so working the Railways, an additional Sum *per* Mile not exceeding Three Farthings:

Class 7. For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon such Carriage, *per* Mile not exceeding One Penny; and if conveyed in or upon any Carriage belonging to the Company or to any other Company so working the Railways, an additional Sum *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company or to any other Company so working the Railways, an additional Sum *per* Mile not exceeding One Halfpenny.

Tolls for Passengers.

In respect of Passengers conveyed in Carriages upon the Railways, as follows.

For every Person conveyed in or upon any such Carriage, *per* Mile not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company or to any other Company so working the Railways, an additional Sum *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company or to any other Company so working the Railways, an additional Sum *per* Mile not exceeding One Halfpenny.

Regulations as to the Tolls.

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

For Articles, Animals, or Persons conveyed on the Railways for a less Distance than Three Miles, the Company may demand Tolls and Charges as for Three Miles:

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

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.

Tolls for small Parcels and single Articles of great Weight.

36. With respect to small Packages and single Articles of great Weight notwithstanding the Rate of Tolls prescribed by this Act, the Company may demand Tolls not exceeding the following; (that is to say,)

For the Carriage of small Parcels on the Railways or any Part thereof respectively, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Threepence:

For any Parcel not exceeding Fourteen Pounds in Weight, Fivepence:

For any Parcel not exceeding Twenty-eight Pounds in Weight, Sevenpence:

For

For any Parcel not exceeding Fifty-six Pounds in Weight, Ninepence:
And for Parcels exceeding Fifty-six Pounds in Weight but not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they think fit:

Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any 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 any Sum not exceeding Sixpence *per* Ton *per* Mile:

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

Passengers Luggage.

37. 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.

Maximum Rates of Charge for Passengers.

38. The maximum Rates of Charge to be made for the Conveyance of Passengers upon the Railways, including the Tolls for the Use of the Railways and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums:

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, forming Part of a Mixed Train, the Sum of One Penny Halfpenny *per* Mile.

Maximum Charges for Goods and Animals.

39. The maximum Rate of Charge to be made for the Conveyance of Animals and Things on the Railways, including the Tolls for the Use of the Railways and of Carriages and for locomotive Power, and every other Expense incidental to such Conveyance (except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are performed by the Company, or any other Company so working the Railways as aforesaid) shall not exceed the Amounts following; (that is to say,)

For

For the Matters mentioned under Class 1, One Penny Halfpenny *per* Ton *per* Mile:

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

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

For any Carriage mentioned under Class 4, not weighing more than One Ton, Sixpence *per* Mile; and if weighing more than One Ton, One Penny Halfpenny *per* Mile for every Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons:

For everything mentioned under Class 5, Fourpence *per* Mile:

For everything mentioned under Class 6, Twopence *per* Mile:

For everything mentioned under Class 7, One Penny Halfpenny *per* Mile.

Terminal Station.

40. No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railways which have not been received thereat from the Consignor of such Traffic or are not directed to be delivered thereat to the Consignee.

Restriction as to Charges not to apply to Special Trains.

41. The Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required to be run upon the Railways in respect of which the Company, or any other Company so working the Railways as aforesaid, may make such Charges as they respectively think fit, but shall apply only to the Ordinary and Express Trains appointed from Time to Time by such Company for the Conveyance of Passengers and Goods upon the Railways.

Company may take increased Charges by Agreement.

42. This Act or anything herein shall not prevent the Company or any other Company so working the Railways as aforesaid from taking any increased Charges over and above the Charges by this Act limited for the Conveyance of Goods of any Description by Agreement with the Owners or Persons in Charge thereof, or in respect to the Conveyance of any Animals or Goods (other than small Parcels) by Passenger Trains, or by reason of any special Service performed by such Company in relation thereto.

Heads of Arrangement in Schedule confirmed.

43. The Heads of Arrangement for the Management, Maintenance, Repair, and Working by the *South Devon* Company of the Railways which are set forth in the Schedule to this Act annexed, and the several Provisions therein expressed, are by this Act confirmed and made binding on the Company and the *South Devon* Railway Company respectively, and all Persons claiming from and under them respectively, and shall have full Effect according to the Terms and Intent thereof.

Tolls during Contracts.

44. During the Continuance of the before-mentioned Heads of Arrangement, or of any Contract or Agreement to be made or entered

entered into in pursuance thereof, the Railways of the Company and of the *South Devon* Railway Company shall, for the Purposes 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 *South Devon* Railway Company respectively, for a less Distance than Three Miles, Tolls and Charges may only be charged as for Three Miles; and in respect of Passengers, for each Mile or Fraction of a Mile beyond Three Miles Tolls and Charges as for One Mile only; and in respect of Animals, Minerals, 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, and Goods, or other Matters, partly on the Railways of the Company and partly on the Railways of the *South Devon* Railway Company respectively.

Saving Rights of the Duchy of Cornwall.

45. Nothing contained in this Act or in any Act or Acts incorporated herewith or herein mentioned or referred to, shall extend to authorize the Company to take, use, enter upon, or interfere with any Land, Soil, or Water, or any Rights in respect thereof, belonging to Her Majesty, Her Heirs or Successors, in right of the Duchy of *Cornwall*, without the Consent in Writing of some Two or more of such of the regular Officers of the said Duchy, or of such other Persons as may be duly authorized under the Provisions of "The Duchy of *Cornwall* Management Act, 1863," Section Thirty-nine, to exercise all or any of the Rights, Powers, Privileges, and Authorities by the said Act made exerciseable or otherwise for the Time being exercisable in relation to the said Duchy or belonging to the Duke of *Cornwall* for the Time being, without the Consent of such Duke, testified in Writing under the Seal of the Duchy of *Cornwall*, first had and obtained for that Purpose; or to take away, diminish, alter, prejudice, or affect any Property, Rights, Profits, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors, in right of the Duchy of *Cornwall*, or in or by the Duke of *Cornwall* for the Time being.

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

46. This Act or anything herein contained shall not exempt the Railways to which this Act relates from the Provisions of any General Act relating to Railways, or to 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 the Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges by this Act authorized, or of the Rates for small Parcels hereby authorized.

Expenses of Act.

47. All the 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.

The

The SCHEDULE referred to in the foregoing Act

HEADS OF ARRANGEMENT for the Management, Maintenance, Repair, and Working by the South Devon Railway Company of the proposed Buckfastleigh, Totnes, and South Devon Railway (herein-after called "the Buckfastleigh Railway").

1. These Heads to be subject to the Sanction of Parliament, and, if practicable, to be scheduled to and confirmed by the proposed Act or incorporating the Buckfastleigh, Totnes, and South Devon Railway Company, herein-after called "the Buckfastleigh Company," and authorizing the Buckfastleigh Railway.

2. The Buckfastleigh Company at their own Expense to make and complete the Buckfastleigh Railway as authorized by the proposed Act, as a single Line on the Broad Gauge, with an Electric Telegraph of Two Wires and double Needle Instruments, and all proper and sufficient Sidings, Stations, Signals, Works and Conveniences, including Junctions, at or near to Totnes, with the South Devon Railway, and all to the reasonable Satisfaction of the South Devon Company's Engineer.

3. All Contracts affecting the Management, Maintenance, Repair, or Working of the Buckfastleigh Railway, or involving Conditions or Engagements to be directly or indirectly binding on or fulfilled by the South Devon Company, to be made subject to their Approval.

4. The Buckfastleigh Railway and all Works connected therewith to be maintained by the Contractor for making the same for Twelve Months after Completion to the reasonable Satisfaction of the South Devon Company's Engineer.

5. If and whenever, after the opening for public Traffic of the Buckfastleigh Railway, Additions to the Sidings, Stations, Works, or Conveniences thereof, or the doubling the whole or any Portion of the Line, are found requisite for public Safety or Accommodation of Traffic, the Buckfastleigh Company to make the same to the reasonable Satisfaction of the South Devon Company's Engineer: Provided, that the Buckfastleigh Company shall not be bound by this Arrangement to expend more than the Amount authorized to be raised by them by Shares and by borrowing; but if a greater Expenditure for any of the Purposes aforesaid be found requisite the Mode and Terms on which the Buckfastleigh Company are to raise the Funds for the Purpose shall (subject to the Sanction of Parliament), if not agreed on between the Two Companies, be determined by Arbitration.

6. From and after the opening for public Traffic of the Buckfastleigh Railway the South Devon Company to manage, maintain, repair, stock, man, and work the Buckfastleigh Railway, with its Sidings, Stations, Works, and Conveniences, fully, conveniently, and efficiently.

7. The South Devon Company to receive all Tolls, Fares, Rates, Charges, Rents, and other Income, both through and local, and otherwise arising from the Undertaking, Railway, and Property of the Buckfastleigh Company, except surplus Land and Property of that Nature.

8. The South Devon Company to guarantee the due Payment of the Interest, not exceeding Five per Centum per Annum, on the Debenture Debt of the Buckfastleigh Company, and for the Purpose of such Guarantee shall pay to the Buckfastleigh Company half-yearly, by way of commuted Toll, for the User by the South Devon Company of the Buckfastleigh Railway a Sum equal to the

the Amount of such Interest for the Half Year, and the Buckfastleigh Company to apply the same exclusively in Payment of that Interest, or the South Devon Company at their Option to apply the commuted Toll in paying that Interest.

9. The South Devon Company to pay to the Buckfastleigh Company half-yearly, after the opening of the Buckfastleigh Railway for public Traffic, such a Sum as, with that Toll so paid, is equal to One Half of the South Devon Company's Receipts under the Seventh Head for the Half Year (the Buckfastleigh Company paying only the Land Tax, if any, on their Railway and other landed Property), and to retain the other Half of such Receipts for their Expenses of maintaining, managing, and working the Buckfastleigh Railway and the Traffic thereof and the other Duties and Services required of them under this Agreement.

10. If in any Half Year the Expenses incurred by the South Devon Company in working the South Devon Railway and the Branches and Extensions for the Time being worked together therewith, and carried to Account as such in the Revenue Account submitted to the Shareholders for such Half Year, shall be less than Fifty per Cent. of the gross Receipts included in such Account the Amount to be retained by the South Devon Company for their Expenses of working the Buckfastleigh Railway under this Agreement for such Half Year shall be reduced to the same Per-centage of the Receipts therefrom, and the Residue of such Receipts shall be paid over to the Buckfastleigh Company.

11. If and whenever the commuted Toll payable under the Eighth Head for any Half Year amounts to more than the Proportion of the South Devon Company's Receipts payable to the Buckfastleigh Company under the Ninth Head as qualified by the Tenth Head, then the Excess to be recouped in the then next or subsequent Half Years out of the Proportion of those Receipts payable to the Buckfastleigh Company under those Heads.

12. The South Devon Company to keep, render, and vouch all proper Accounts, &c.

13. All Differences between the Two Companies relating to this Arrangement, and all Questions as to the carrying into effect of any of its Provisions, or anything to be done by either of the Parties hereto, to be determined by Arbitration under the "Railway Companies Arbitration Act, 1859," by a single Arbitrator, to be (if not agreed on) nominated by the Board of Trade, with ample Powers.

14. A formal Agreement for carrying these Heads into effect to be settled on behalf of the Two Companies by John Bullar, Esquire, or, him failing, by Counsel, to be, if not agreed on, nominated by the Board of Trade, with such Details and incidental Provisions as he thinks fit, and with such Modifications, if any, as the Companies mutually agree on, and to be executed under Seal, and to be binding on them respectively. Dated this 11th Day of May in the Year of our Lord 1864.

THO. WOOLLCOMBE,
Chairman, South Devon Railway Company.

THOS. MICHELMORE, } Directors of the
JOHN BOWDEN, } Buckfastleigh Railway.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1864.