ANNO VICESIMO TERTIO

VICTORIÆ REGINÆ.

Cap. lxiv.

An Act to authorize the Construction of a Railway from the authorized Line of the *London and South-western Exeter* Extension Railway to *Chard* in the County of *Somerset*.

[25th *May* 1860.]

WHEREAS the Construction of a Railway from a Point near to the authorized Line of the *London and South-western Exeter* Extension Railway near a Point marked Seventeen Miles Three Furlongs in the Parish of *Chard* and County of *Somerset* on the deposited Plans of the said Railway to the Town of *Chard* in the said County of *Somerset* would be of public and local Advantage: And whereas it would also contribute to the public Convenience that a Tramroad should be constructed, commencing by a Junction with the said intended Railway at the Town of *Chard*, and terminating at the *Chard* Canal at *Chard* aforesaid: And whereas Plans and Sections of the Railway and Tramroad, showing the Line and Levels thereof, with a Book of Reference to the Plans, containing the Names of the Owners, Lessees, and Occupiers of the Lands through which the said Railway and Tramroad will pass, have been deposited with the Clerk of the Peace for the County of *Somerset*: And whereas it is expedient that the *London and South-western* Railway Company should be authorized to enter into Arrangements with respect to the Working and Management of the

Railway: And whereas the Persons herein named, with others, are willing, at their own Expense, to carry the said Undertaking into execution, but they cannot do so without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

8 & 9 Vict. cc. 16., 18., & 20. incorporated.

I. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

"The Company."

II. Where in this Act the Words "the Company" occur the same shall mean the Company incorporated by this Act.

Short Title.

III. In citing this Act for any Purpose it shall be sufficient to use the Expression "The *Chard* Railway Act, 1860."

Subscribers incorporated.

IV. *Charles Warre Loveridge*, *John Churchill Langdon*, 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 Purposes of the Undertaking hereby authorized, and such Company shall be incorporated by the Name of "The *Chard* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the said Acts contained.

Capital.

V. And whereas the estimated Cost of the Undertaking is Twenty-five thousand Pounds, the Capital of the Company shall be Twenty-five thousand Pounds.

Shares.

VI. The Number of Shares into which the Capital of the Company shall be divided shall be Two thousand five hundred, and the Amount of each Share shall be Ten Pounds.

Calls.

VII. Two Pounds Ten Shillings *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at the least shall be the Interval between successive Calls.

Power to borrow on Mortgage.

VIII. The Company may borrow on Mortgage any Sums not exceeding in the whole the Sum of Eight thousand three hundred Pounds; but no Part of such Sum shall be borrowed until the whole of the said Capital

or

or Sum of Twenty-five thousand Pounds shall have been subscribed, and One Half thereof shall have been actually paid up, and until they shall prove to the Justice who is to certify, under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

Application of Capital.

IX. The Monies by this Act authorized to be raised, whether by Shares, Mortgage, shall be applied only for the Purposes of the Undertaking.

Arrears may be enforced by Appointment of a Receiver.

X. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver, in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than One thousand Pounds in the whole.

Interest not to be paid on Calls paid up.

XI. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

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

First and other Meetings.

XIII. The First Ordinary Meeting of the Company shall be held within Three Months next after the passing of the Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* or *March* and *August* or *September* in every Year, and such Meetings shall be held at *Chard*.

XIV. Subject

Number and Qualification of Directors.

XIV. Subject to the Provisions herein contained for reducing the Number of the Directors, the Number of the Directors shall be Five, and the Qualification of a Director shall be the Possession in his own Right of Twenty-five Shares in the Undertaking.

Power to reduce the Number of Directors.

XV. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that the reduced Number be not less than Three.

First Directors.

XVI. *Charles Warre Loveridge*, *John Churchill Langdon*, *William Tucker Toms*, *James Benjamin Gifford*, and *Francis Mitchell* shall be the First Directors of the Company.

Such Directors to continue in Office until First Meeting after passing of Act.

XVII. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter 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," and in this Act 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," and by this Act, or either of them.

Quorum.

XVIII. A Quorum of a Meeting of Directors shall be Three.

Power to make Railway and Tramroad according to deposited Plans.

XIX. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railway and Tramroad herein-after described, with all proper Works, Approaches, and Stations, in the Line and upon the Lands delineated upon the said Plans and described in the said Book of Reference, and according to the Levels described on the said Sections, and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes: Provided always, that the Company shall not enter upon, take, or use any of the Lands of the *London and South-western* Railway Company, without in every Case their previous Consent in Writing under their Common Seal.

Describing Line of Railway.

XX. The Railway shall commence at the Town of *Chard* in or near a Field adjoining the Turnpike Road leading from *Chard* to *Crewkerne*, belonging

belonging to *John* Earl *Poulett* and *William Dean Bath* Esquire, in the Occupation of *William Midelton*, in the said Parish of *Chard* and County of *Somerset*, and shall terminate on the Northern Side of the authorized Line of the *Exeter* Extension Railway in a Field numbered 155 in the Parish of *Chard* on the Plans deposited for the Purposes of this Act, being near a Point marked Seventeen Miles Three Furlongs on the deposited Plans of the *Exeter* Extension Railway.

Describing Tramroad.

XXI. The Tramroad shall commence by a Junction with the said intended Railway at the Terminus thereof at *Chard*, and terminate at the Basin of the *Chard* Canal at *Chard* aforesaid.

Locomotives not to be used on Tramroad.

XXII. The said Tramroad, being intended for the Conveyance of Minerals and other Merchandise, shall be worked by Horse Power only, and the Company or any other Party using or employing any other Means of Traction on the said Tramroad or any Part thereof shall forfeit and pay any Sum not exceeding One hundred Pounds every Time the same shall be so used or employed: Provided that it shall not be lawful for the Company in shunting Trains to or from any Siding near to the level Crossings on the said Tramroad to pass any Train over any such level Crossings, or to allow any Train to stand across any such level Crossings.

Proviso as to shunting of Trains.

Railway to be constructed on the Narrow Gauge.

XXIII. The Railway by this Act authorized shall be constructed exclusively on the Narrow Gauge.

Communications with the London and South-western Railway.

XXIV. All Communications between the Railway and the *Exeter* Extension Railway, and all Openings in the Rails of the *Exeter* Extension Railway, may and shall be made at such Points as the *London and South-western* Railway Company approve, and all such Communications and Openings at or near to any Junction with that Railway to be made for the Reception and Delivery of the Traffic of the Company on the Land, whether of the Company or of the *London and South-western* Railway Company, shall be made by the *London and South-western* Railway Company at the sole Expense of the Company, and the same shall be for ever thereafter maintained and kept in good Repair by the *London and South-western* Railway Company, on Payment to them of One hundred Pounds a Year by the Company, and all such Communications, Openings, and Works shall be made and maintained in such Manner and by such Means only as shall not in anywise injure or prejudice the *Exeter* Extension Railway, or the Works or Property of the *London and South-western* Railway Company, or interfere with the Traffic on that Railway, or the free and uninterrupted User thereof by that Company.

Signals, &c. to be erected and maintained, and Persons appointed by London and South-western Railway Company, to prevent Danger at Point of Junction.

XXV. The *London and South-western* Railway Company from Time to Time may erect such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Switchmen, or other Persons, as that Company may deem necessary for the Prevention of Danger or Obstruction to or Interference with Traffic, at and near the Junction between the Railway and the *London and South-western* Railway, and the Working and Management of such Signals, Works, and Conveniences shall be under the exclusive Management and Regulation of that Company, and all the Costs and Expenses of erecting such Signals, Works, and Conveniences shall be repaid by the Company to the *London and South-western* Railway Company, and in default of such Repayment may be recovered from the Company by the *London and South-western* Railway Company in any Court of competent Jurisdiction, the current Expenses of maintaining and working the Signals being covered by the Sum of One hundred Pounds a Year, to be paid by the Company to the *London and South-western* Railway Company in respect of the Junction.

Inclination of Roads.

XXVI. In carrying the several Roads numbered on the Plans deposited for the Purposes of the Act as follows over, under, or across the Railway the Company may make the Inclination of those Roads respectively not steeper than as follows; (to wit,)

No. on Plan.	Parish.	Description.	Inclination of Road.
48	Chard - -	Turnpike Road - -	1 in 20 on the West Side.
131	Chard - -	Turnpike Road - -	1 in 20 on the East Side.

Land for extraordinary Purposes.

XXVII. The Quantity of Land near or adjoining the Railway to be taken by the Company for the extraordinary Purposes mentioned in the said "Railways Clauses Consolidation Act" shall not exceed One Acre.

Powers for compulsory Purchases limited.

XXVIII. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act may be exercised within but shall not be exercised after the Expiration of Two Years from the Commencement of this Act.

Period for Completion of Works.

XXIX. The Railway shall be completed within Three Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for executing the said Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed: Provided always, that the Junction of the Railway with the *Exeter* Extension Railway may be altered after those Three Years.

XXX. Whereas

Money deposited in Court of Chancery to be forfeited to the Crown in a certain Event.

XXX. Whereas pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, the Sum of Two thousand Pounds has been deposited, pursuant to the said Act, in respect of the Application to Parliament for this Act, being Eight *per Centum* upon Twenty-five thousand Pounds, the estimated Cost of the Railway: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Two thousand Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as hereinafter mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the said Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the said Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the said Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Two thousand Pounds shall have been executed by the said Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Two thousand Pounds, if the said Company shall not within the Time limited for the Completion of the said Railway either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the

said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or 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 or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Power to enter into Agreement with the London and South-western Railway Company for the Use and Working of Line.

XXXI. It shall be lawful for the Company hereby incorporated on the one hand, and for the *London and South-western* Railway Company on the other hand, to enter into Contracts and Agreements for and with reference to the Use, Working, and Management by the *London and South-western* Railway Company of the Undertaking by this Act authorized, or any Part thereof, and also with reference to the Conduct of the Traffic common to the contracting Companies, and to the Rates, Tolls, and Charges in respect of such Traffic, and the Division and Apportionment between the said Companies of such Rates, Tolls, and Charges, and such Contracts and Agreements from Time to Time to alter and vary as Occasion may require: Provided always, that any such Arrangement and Agreement shall not have any Operation until approved by the Board of Trade; provided also, that the Board of Trade shall not approve any such Contract, Agreement, or Arrangement without being satisfied that the same has been duly assented to by the Votes of Three Fifths of the Shareholders of the respective Companies Parties thereto in Special Meeting assembled for that Purpose.

Limit of Agreement.

Agreement to be approved by Shareholders of respective Companies.

Contracts, &c. not to alter Tolls, or to prevent Lines being used by other Companies.

XXXII. Provided always, That no such Contract or Agreement as aforesaid shall in any Manner alter, affect, increase, or diminish any of the Tolls which the said Companies shall for the Time being be respectively authorized and entitled to demand or receive from any Person or any other Company, but that all other Persons and Companies shall, notwithstanding any such Contract or Agreement, be entitled to the Use and Benefit of the Railways and Undertakings of the contracting Companies upon the same Terms and Conditions and on Payment of the same Tolls as they would have been in case no such Contract or Agreement had been entered into.

XXXIII. In

During Agreement, Railway to be considered Part of London and South-western Railway with respect to Tolls, &c.

XXXIII. In estimating the Tolls or Charges to be paid during the Continuance of any such Agreement as aforesaid, in respect of Articles or Persons conveyed for short Distances partly upon the *London and South-western* Railway and partly upon the Railway by this Act authorized, the last-mentioned Railway shall be considered as Part of the *London and South-western* Railway.

Terms of Arrangement in Schedule confirmed, and to be binding.

XXXIV. The Terms of Arrangement which are set forth in the Schedule to this Act annexed, and which have been agreed on between the Promoters of the Company and the *London and South-western* Railway Company, are by this Act confirmed, and shall be binding on and may and shall be carried into effect by the Company and the *London and South-western* Railway Company respectively.

Tolls.

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

For Passengers or Cattle.

First, in respect of Passengers and Animals conveyed upon the Railway and Tramroad, as follows:

For every Person conveyed in or upon any Carriage, the Sum of Twopence *per* Mile; and if conveyed in or upon Carriages belonging to the Company, an additional Sum of One Penny *per* Mile:

For every Horse, Mule, and other Beast of Draught or Burden, Threepence *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

For Cattle the Sum of Twopence *per* Head *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum of One Penny *per* Mile:

For Calves, Pigs, Sheep, and small Animals, One Penny each *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum of One Halfpenny *per* Mile:

Tonnage on Articles of Merchandise.

Second, in respect of the Tonnage of all Articles conveyed upon the Railway and Tramroad or any Part thereof, as follows:

For all Coals, Coke, Culm, Cannel, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Bullets, and rolled Iron, Limestone, Lime, Bricks, Salt, Sand, Fireclay, Cinders, Slag, and Stone, *per* Ton *per* Mile One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

For all Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of public Roads or Highways, Charcoal, Stones for building, pitching, and paving, Tiles, Slates, and Clay, and for Wrought Iron not otherwise specifically classed herein, and for heavy Iron Castings, including Railway Chairs, *per* Ton *per* Mile not

not exceeding One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, Deals, and Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Iron Castings, *per* Ton *per* Mile Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny:

For Cotton and other Wools, Drugs, and manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile 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, Sixpence *per* Mile:

And a like Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh.

Tolls for propelling Power.

XXXVI. The Toll which the Company may demand for the Use of Engines for propelling Carriages on the Railway and Tramroad shall not exceed One Penny *per* Mile for each Passenger or Animal or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken for the Use of the said Railway and Tramroad.

Maximum Rates of Charge.

XXXVII. The maximum Rate of Charge to be made by the Company for the Conveyance of Passengers along the said Railway and Tramroad, including the Tolls for the Use of the said Railway and Tramroad and of Carriages and for locomotive Power, and every other Expense incidental to such Conveyance as aforesaid, shall not exceed the following Sums; (that is to say,)

For every Passenger conveyed in a First-class Carriage, the Sum of Threepence *per* Mile:

For every Passenger conveyed in a Second-class Carriage, the Sum of Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage, the Sum of One Penny *per* Mile.

Tolls for Cattle, Goods, &c.

XXXVIII. And with respect to the Conveyance of Goods, the maximum Rates of Charges to be made by the Company for the Conveyance thereof along the said Railway and Tramroad, including the Tolls for the Use of the said Railway and Tramroad, and Waggons or Trucks

Trucks and locomotive Power, and every Expense incidental to such Conveyance, shall not exceed the following Sums; (that is to say,)

For every Horse, Mule, and other Beast of Draught or Burden, Fourpence *per* Mile:

For Cattle, the Sum of Threepence *per* Head *per* Mile:

For Calves, Pigs, Sheep, and small Animals, One Penny Halfpenny each *per* Mile:

For all Coal, Coke, Ironstone, Dung, Compost, and other Articles herein-before classed therewith, the Sum of Twopence *per* Ton *per* Mile:

For all Sugar, Grain, and other Articles herein-before classified therewith, the Sum of Threepence *per* Ton *per* Mile:

For all Cotton and other Articles herein-before classified therewith, the Sum of Fourpence *per* Ton *per* Mile:

And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, carried or conveyed on a Truck or Platform, *per* Ton *per* Mile Sixpence; and One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or Fraction of a Quarter of a Ton which such Carriage may weigh.

Regulations as to Tolls.

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

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

For a Fraction of a Mile beyond Three Miles the Company may demand Tolls as for One Mile in respect of Passengers, and One Quarter of a Mile in respect of Animals and Goods:

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, and so in proportion for any smaller Quantity.

Tolls for small Parcels and Articles of great Weight.

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

For the Carriage on the Railway or Tramroad or any Part thereof of any Parcel not exceeding Seven Pounds in Weight, Twopence:

For

For the Carriage of any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fourpence:

For the Carriage of any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, the Sum of Sixpence:

For the Carriage of any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Ninepence:

And for the Carriage of 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 of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such 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.

Passengers Luggage.

XLI. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Company may take increased Charges by Agreement.

XLII. Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Restrictions as to Charges not to apply to Special Trains.

XLIII. Provided also, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required upon the said Railway, but shall apply only to the ordinary and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the said Railway.

XLIV. Nothing

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

XLIV. Nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made, or the Company, from the Provisions of any General Act relating to Railways, or the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, authorized by this Act.

Expenses of Act.

XLV. All Costs, Charges, and Expenses of and incidental to the obtaining of this Act and preparatory thereto shall be paid by the Company.

SCHEDULE referred to in the foregoing Act.

TERMS of ARRANGEMENT agreed on between the PROMOTERS of the CHARD RAILWAY COMPANY and the LONDON AND SOUTH-WESTERN RAILWAY COMPANY.

1. The Chard Railway to be exclusively Narrow Gauge.

2. No Land of the South-western Company to be taken or used without their Consent.

3. The Junction of the Chard Railway with the Exeter Extension Railway to be made by South-western Company at a Point approved by and to the Satisfaction of their Engineer, and at the Expense of the Chard Company.

4. The Chard Railway to end at the Edge of the South-western Company's Land, and, for the Purposes of the Junction, Rails in continuation of the Rails on the Chard Railway to be laid down by the South-western Company on their own Land, but at the Expense of the Chard Company, to the Points of Junction with the Rails of the Exeter Extension Railway, and the Chard Company to have a perpetual Easement of running over the Rails so laid down to and from those Points of Junction; and if the South-western Railway Company do not make a Junction, as provided by this Agreement, so soon as, in the Opinion of the Board of Trade, the Chard Railway shall be ready for public Traffic, they shall not oppose or seek to prevent the making thereof by the Chard Railway Company: Provided always, that if any Junction be made by the Chard Railway Company between their Railway and the Exeter Extension Railway, in consequence of the Failure or Neglect of the South-western Railway Company to make a Junction as provided by this Agreement, any Junction which may be so made by the Chard Railway Company shall be made in the Direction and at the Points indicated by and to the Satisfaction of the Engineer for the Time being of the South-western Railway Company.

5. One hundred Pounds a Year to be paid by the Chard Company to the South-western Company for the Expense of maintaining and working the Junction and the incidental Signals which they will maintain and work.

6. If the South-western Company determine not to maintain any Station at Broadbridge, and make a Side Line of the Exeter Extension Railway by a Junction therewith commencing at any Station thereon Eastward of Broadbridge and in the Parish of Wincham, and terminating at

at Broadbridge, then the Junction of the Chard Railway to be made only with the Side Line at Broadbridge, and the Chard Company to have running Powers over the Side Line from Broadbridge to the Junction of the Side Line with the Exeter Extension Railway, subject to the reasonable Byelaws and Regulations of the South-western Company, but the Chard Company not to have running Powers on the Main Line of the Exeter Extension Railway.

7. If the Side Line be made, the Chard Company to be at no greater Expense than if the Junction were made at Broadbridge.

8. The Chard Traffic to be ordinarily conducted by being brought up to the Termination of the Chard Railway or of the Side Line, and there to be shifted to the Exeter Extension Railway, and vice versâ, but the Junction to be so made as to permit of Carriages passing, when necessary, from one Line to the other.

9. If the Side Line be made, the Two Companies to make Through Fares and Rates between Chard and the Point at which the Side Line joins the Exeter Extension Railway, and the gross Receipts from the Through Fares and Rates to be divided between the Two Companies in Mileage Proportions, the Chard Railway to be considered in every Event as ending at Broadbridge.

10. If a Working Agreement be within Twelve Months made between the Two Companies, the South-western Company will agree that if the Junction be made Eastward of Broadbridge then in respect of Through Traffic and any Place Westward of the Junction the Through Fares and Rates shall not be more than they would be if the Junction were at Broadbridge.

11. All Differences between the Two Companies to be settled by Arbitration, under "The Railway Companies Arbitration Act, 1859."

12. The Deed of Arrangement between the Two Companies to be settled between them, in case of Difference, by Mr. Bullar, with full Power for him to make all such Modifications and incidental or accessory Provisions as he deems expedient for giving full Effect to the Intentions of the Two Companies, or, him failing, by a Counsel to be mutually agreed on or nominated by the Board of Trade.

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