CHAP. clxiv.

An Act for conferring further powers upon the Devon and Cornwall Railway Company in relation to their undertaking, and for other purposes. [24th July 1871.]

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WHEREAS by "The Okehampton Railway Act, 1862," in this Act called the Act of 1862, the Devon and Cornwall Railway Company (in this Act called the Company) were incorporated by the name "The Okehampton Railway Company," with a capital of one hundred and thirty thousand pounds, and authority to borrow on mortgage forty-three thousand pounds, and were authorised to make and maintain the Okehampton Railway, commencing by a junction with the North Devon Railway in the parish of Colebrook, and terminating at Okehampton, and the Company, on the one part, and the London and South-western Railway Company (in this Act called the South-western Company), and the North Devon Railway Company, together or separately, on the other part, were authorised to enter into working and traffic and other arrangements with respect to the Okehampton Railway:

25 & 26 Vict. c. clxv.

And whereas by "The Okehampton Railway Act, 1863," (in this Act called the Act of 1863,) the Company were authorised to make and maintain a railway (in the reciting Act called the Extension Railway, and in this Act called the Lidford Extension Railway) commencing by a junction at Okehampton with the Okehampton Railway, and terminating by a junction near to Lidford with the Launceston and South Devon Roilway, and to raise for the purposes of the Lidford Extension Railway an additional capital of one hundred and sixty thousand pounds, and to borrow on mortgage sums not exceeding in amount one third of that additional capital (being fifty-three thousand three hundred and thirty-three pounds six shillings and eightpence):

26 & 27 Vict. c. cxxix.

And whereas by "The Okehampton Railway Act, 1864," (in this Act called the Act of 1864,) the Company were authorised to make deviations from their Okehampton Railway and Lidford Extension

27 & 28 Vict. c. cxlv.

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Railway respectively, which deviations are in this Act called the Okehampton and Lidford deviations:

28 & 29 Vict. c. cxlix.

And whereas by "The Okehampton Railway (Extensions to Bude and Torrington) Act, 1865," (in this Act called the Act of 1865,) their present name, "The Devon and Cornwall Railway Company," was conferred on the Company, instead of their original name of incorporation:

31 & 32 Vict. c. clxxiv.

And whereas by "The Devon and Cornwall Railway Act, 1868," (in this Act called "the Act of 1868,") the Company were authorised to make portions of the Okehampton and Lidford deviations in lines and on levels different from those authorised by the Act of 1864, and the periods by the Act of 1863 and the Act of 1864 respectively limited for the completion of the Lidford Extension Railway and the Okehampton and Lidford Deviations respectively were extended:

And whereas it is expedient that the periods limited by the Acts of 1863 and 1864 respectively, and extended by the Act of 1868, for the completion of the Lidford Extension Railway and the Okehampton and Lidford Deviations, be further extended:

And whereas it is expedient that the Company and the South-western Company be authorised to enter into and carry into effect agreements and arrangements as by this Act provided:

And whereas the Company have completed and opened for traffic part of their Okehampton Railway, and the same is now worked by the South-western Company, under a memorandum of agreement made the 21st day of May 1863, between the Company (under their original name of incorporation, the Okehampton Railway Company,) of the one part, and the South-western Company of the other part, which memorandum of agreement is set forth in the Schedule B. to and confirmed by "The London and South-western Railway (Additional Powers) Act, 1866," and is in this Act called the agreement of 1863:

And whereas the agreement of 1863 provides (among other things) for the terms and conditions upon which a transfer of the Okehampton Railway may be made to the South-western Company:

And whereas the Company and the South-western Company have entered into articles of agreement, a copy whereof is set forth in the schedule to this Act annexed, in substitution for the agreement of 1863, and it is expedient that those articles of agreement be confirmed and carried into effect:

And whereas it is expedient, in the event of the Okehampton Railway being transferred to the South-western Company, that the provisions by this Act made for the distribution of any moneys paid by the South-western Company to the Company for or in respect

of the transfer, and for the cancellation of the shares representing the capital raised and expended by the Company for the purposes of the Okehampton Railway, be made:

And whereas it is expedient that other provisions be made with respect to the Company:

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 Devon and Cornwall Railway Act, 1871."

Provisions of general Acts herein named incorporated.

2. "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to the construction of a railway), and Part II. (relating to extension of time), and Part III. (relating to working agreements) of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and are part of this Act.

Interpretation of terms.

3. The several words and expressions to which by the Acts in whole or in part incorporated with this Act meanings are assigned have in this Act the same respective meanings, unless excluded by the subject or context. The expression "the Company" means the Devon and Cornwall Railway Company; the expression "the South-western Company" means the London and South-western Railway Company; the expression "the Act of 1862" means "The Okehampton Railway Act 1862;" the expression "the Act of 1863" means "The Okehampton Railway Act, 1863;" the expression "the Act of 1864" means "The Okehampton Railway Act, 1864;" the expression "the Act of 1868" means "the Devon and Cornwall Railway Act, 1868;" the expression "the Okehampton Railway" means the Railway authorised by the Act of 1862, with the deviation and alteration thereof authorised by the Act of 1864 and the Act of 1868 respectively, and inclusive of the Okehampton station; the expression "the Lidford Extension Railway" means the railway authorised by the Act of 1863, with the deviation and alteration thereof authorised by the Act of 1864 and the Act of 1868 respectively; the expression "the Okehampton and Lidford Deviations" means the deviations authorised by the Act of 1864, with the alterations therein authorised by the Act of 1868; and the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act in whole or in part

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incorporated with this Act, shall for the purposes of this Act 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.

Extension of periods for completion of certain works.

4. The several periods by the Act of 1863 and the Act of 1864 respectively limited and extended by the Act of 1868 for the completion of the Lidford Extension Railway and the Okehampton and Lidford Deviations respectively are by this Act further extended, and those works respectively shall be completed within three years after the passing of this Act, and on the expiration of that period the powers by this Act and the Act of 1863 and the Act of 1864 and the Act of 1868 respectively granted to the Company for executing those works respectively, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof respectively as is then completed.

Arrangements with London and South-western Company.

5. The Company and the South-western Company may from time to time enter into and carry into effect contracts, agreements, or arrangements with respect to the following purposes or any of them; (that is to say,)

The working, using, managing, and maintaining by the contracting companies or either of them of the Lidford Extension Railway or any parts thereof:

The supply and maintenance by the contracting companies or either of them of rolling or working stock, and of machinery, officers, and servants, for any of the purposes of the respective contract, agreement, or arrangement:

The regulation, interchange, accommodation, conveyance, and delivery of the traffic coming from or destined for the respective undertakings of the contracting companies:

The levying, fixing, collection, division, and apportionment of the tolls, rates, fares, charges, receipts, and revenues levied, taken, or arising from such traffic:

The sums or considerations, whether annual or in gross, and the rents, payments, allowances, rebates, and drawbracks, to be paid, made, or allowed by either of the contracting companies to the other of them for or on account of any of the matters to which the respective contract, agreement, or arrangement relates:

The appointment by the contracting companies of joint committees for the purposes of any such contract, agreement, or arrangement.

Tolls on traffic conveyed partly

6. If under the provisions of this Act traffic is conveyed partly on the Lidford Extension Railway and partly on the railway of any

other company, the Lidford Extension Railway and the railway of such other 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 Lidford Extension Railway and partly on the railway of any other 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 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 Lidford Extension Railway and partly on the railway of any other company.

on Lidford Extension Railway and partly on other railways.

7. The articles of agreement contained in the schedule to this Act (herein-after called the scheduled agreement) are by this Act substituted for the agreement of one thousand eight hundred and sixty-three, and are confirmed and made binding on the Company and the South-western Company and may and shall be carried into full effect according to the true intent thereof, as if the same, instead of the agreement for which they are substituted, had been mentioned in and confirmed by "The London and South-western Railway (Additional Powers) Act, 1866."

Confirmation of scheduled articles of agreement.

8. The sections of "The London and South-western Railway (Additional Powers) Act, 1866," numbered fifty-three to sixty-one (both numbers inclusive), shall apply to the transfer under the scheduled agreement of the Okehampton Railway, and shall be read and have effect as if the Okehampton Railway had been mentioned or referred to in those sections respectively, and as if the scheduled agreement, instead of the agreement for which it is substituted, had been mentioned in and confirmed by the said "London and South-western Railway (Additional Powers) Act, 1866:" Provided always, that the powers of the Company of raising money by borrowing under the Act of 1862 are not by this Act transferred to or vested in the South-western Company, but are hereby extinguished.

Applying sections 53 to 61 of the Additional Powers Act of 1866.

9. If and when any transfer is made of the Okehampton railway to the South-western Company, then, forthwith after the time agreed on for the transfer to take effect, the Company shall, subject to the payment, satisfaction, or discharge of all their debts, liabilities, and engagements with reference to the Okehampton Railway not paid, satisfied, or discharged by the South-western Company, in accordance with the scheduled agreement, distribute and pay the balance (if any) of the moneys received from the South-western Company, for or

Provision for distribution of moneys received for transfer of Okehampton Railway.

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on account of the transfer, to and among the several persons who, at the time agreed on for the transfer to take effect, are the registered holders of the shares in the capital of the Company created under the powers of the Act of 1862, in proportion to their respective shares in that capital, or their respective executors, administrators, successors, or assigns.

Payments into court.

10. Provided that where the Company are, for three months after the time agreed on for the transfer to take effect, unable, after diligent inquiry, to ascertain the person to whom any part of the said moneys ought to be paid, and who can give an effectual receipt for the same, the Company may pay the same into the Court of Chancery, under any Act from time to time in force for the relief of trustees; and every such payment into court shall conclusively discharge the Company from all further liability with respect to the moneys so paid, and for the purposes of this Act shall be deemed payment thereof to a person absolutely entitled thereto, and any person afterwards showing to the satisfaction of the court that he is entitled thereto may obtain payment thereof out of court accordingly.

Provision for cancellation of shares in capital for Okehampton Railway.

11. When the said moneys shall have been distributed, in accordance with this Act, all the shares in the capital of the Company created under the powers of the Act of 1862 shall immediately thereupon be by this Act cancelled, and all liabilities and rights with respect to those shares shall thenceforth be absolutely extinguished.

Interest not to be paid on calls paid up.

12. The Company shall not, out of any money by any Act relating to the Company authorised 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 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 paid out of capital.

13. The Company shall not, out of any money by any Act relating to the Company authorised to be raised by calls or by borrowing, pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force is 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.

Railway not exempt from provisions of present and

14. Nothing in this Act shall exempt the railways of the Company from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway com-

panies, now or hereafter in force, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of tolls and charges, or of the rates for small parcels, by any Act relating to the Company authorised. future Railway Acts.

15. All costs, charges, and expenses of and incident to the preparing and applying for and the obtaining and passing of this Act shall be paid by the Company. Expenses of Act.

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The SCHEDULE referred to in the foregoing Act.

Articles of Agreement, made the 17th day of March 1871, between the Devon and Cornwall Railway Company (herein-after called the owning company) of the one part and the London and South-western Railway Company (herein-after called the purchasing company) of the other part.

1. These articles are subject to the confirmation of Parliament.

2. The memorandum of agreement of the 21st day of May 1863, herein-after called the agreement of 1863, between the owning company (by its then name of the Okehampton Railway Company) of the one part, and the purchasing company of the other part, which memorandum is scheduled to the London and South-western Railway (Additional Powers) Act, 1866, and confirmed by that Act, shall remain in force until the completion of the transfer provided for by these articles, and shall from and after that completion cease and be of no effect.

3. The owning company shall forthwith, at their own expense, execute and complete that portion of their authorised line of railway comprised in the agreement of 1863 (as that line of railway is by the Okehampton Railway Act, 1864, and the Devon and Cornwall Railway Act, 1868, authorised to be altered,) which lies between the completed and opened part of that line of railway at Belstone Corner, and the intended station at Okehampton including that station, which with the works and conveniences thereof is to be completed according to the plans, drawings, and specification thereof, signed by Archibald Scott, the manager of the purchasing company, and William Robert Galbraith, the engineer of the owning company, and including such alterations of the existing station at Belstone Corner, and of the existing railway and works near thereto, as may be necessarily and properly incident to the extension of the existing railway to the proposed new station at Okehampton, and to the making of the existing station at Belstone Corner, and its sidings and works (without addition to the existing buildings there), fit for its purposes as an intermediate station, and the same portion of railway shall be so completed as a single line of rails (narrow gauge) throughout, with land and over and under bridges, culverts, and other masonry for a double line, and with a sufficient extent of double line for passing at the Belstone Corner station, and for the working of the station at Okehampton, and with proper station and gate houses, station yards, buildings, waiting sheds, goods sheds, engine sheds, sidings, turntables, water tanks, and water loading banks, signals, mile posts, inclination posts, telegraph communications, and other works and conveniences, so as to render the portion of railway before mentioned in every respect fit and safe for traffic of all descriptions, and to the satisfaction of the Government inspector and the engineer of the purchasing company; but in so far as the same portion of railway and works and conveniences, except the Okehampton station and its works and conveniences, are described in and provided to be executed by the contract, and plans, drawings, and specifications signed by Mr. William Robert Galbraith as the engineer of the owning company, and by Mr. Robert Thomas Relf, and under which the

same are in course of completion by Mr. Relf, the purchasing company or their engineer shall not require the same to be made or completed otherwise than in satisfactory conformity with that contract, and those plans, drawings, and specifications.

4. All differences of opinion between the respective engineers of the owning and purchasing companies, as to the meaning or fulfilment of the last preceding article, shall be settled by an umpire to be named by them, or, if they fail to do so, to be named by the Board of Trade.

5. The owning company shall, at their own expense, immediately after the confirmation by Parliament of these articles, produce and show deeds purporting to be conveyances to themselves in fee simple, free from all outgoings (except duly apportioned tithe commutation rentcharge), and except outgoings ordinarily payable by tenants or occupiers, to

(*a.*) All lands purchased by the owning company for the purposes of the railway authorised by the Act of 1862, and comprised in the agreement of 1863 (as that railway is by the Okehampton Railway Act, 1864, and the Devon and Cornwall Railway Act, 1868, authorised to be altered), and comprising all the lands forming the site thereof, and all the lands forming the site of all and every the stations, works, and conveniences provided by the agreement of 1863, or by these articles, to be executed and completed in connexion therewith or with any part thereof; and

(*b.*) The further land necessary or proper for the formation of the double line, as provided by the agreement of 1863 and by these articles.

6. The purchasing company shall accept as evidence of the title of the owning company to the lands mentioned in Article 5 conveyances purporting to convey those lands in fee simple to the owning company in consideration of sums in gross, and shall not be entitled to require further evidence of title to any of those lands; and so soon as the title of the owning company shall be so evidenced, and the portion of railway, works, and conveniences mentioned in Article 3 shall be completed, as hereby provided, then, upon the delivery of the possession thereof to the purchasing company, and upon the execution of an absolute transfer (to be prepared by and at the expense of the purchasing company) of all and singular the lands, railways, works, and conveniences herein-before mentioned to the purchasing company, free from all incumbrances, except the mortgages or debentures herein-after mentioned, the purchasing company shall pay to the owning company the sum of 105,000*l.*, and shall adopt and become liable to pay and to indemnify the owning company in respect of the principal sums owing by the owning company in respect of debentures and mortgages created under the Okehampton Railway Act, 1862, and not exceeding in amount 43,000*l.*, and in respect of the interest payable on those debentures or mortgages, that is to say, on 39,335*l.*, part thereof, from the previous day up to which the purchasing company shall, under the agreement of 1863, have last paid interest thereon, and on not exceeding 3,665*l.*, other part thereof, from the completion of the portion of railway, works, and conveniences mentioned in Article 3.

7. The payment of purchase money herein-before mentioned may, in the option of the purchasing company, be made in cash, or in the same nominal amount of stock of the purchasing company, to be respectively raised or created

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under the powers of the Bill now pending in Parliament called the South-western Railway General Act, 1871, and such stock shall bear preferential dividend, under the provisions of that Act, at the rate of 4*l.* 10*s.* per cent. per annum, commencing at the time of its vesting in the owning company and payable at the same time as the dividends on the purchasing company's ordinary stock.

8. The owning company to pay, up to the time of the completion of the transfer,—

(*a.*) All outgoings of the description hitherto payable by them out of the sums hitherto received by them from the purchasing company, in respect of the hitherto completed portion of railway between Colebrook and Belstone Corner; and

(*b.*) All outgoings in respect of the portion of the railway between Belstone Corner and Okehampton.

9. The owning company shall, on completion of the transfer, assign to the purchasing company, without further consideration than the consideration mentioned in Article 6, the rights and interest of the owning company in the contract by Mr. Relf to maintain the portion of railway, works, and conveniences mentioned in Article 3, for twelve months after the opening of the same for public traffic, and as between the two companies all moneys retained in the hands of the owning company for securing the performance of Mr. Relf's contract shall be primarily liable to secure to the purchasing company such maintenance.

10. On completion of the transfer the shares in the capital of the owning company created under the provisions of the Okehampton Railway Act, 1862, shall cease to exist, except for the purpose of entitling the registered holders thereof respectively to their distributive shares of the net amount of the purchase money or stock, and the nominal capital of the owning company shall be reduced by such amount thereof as is represented by the shares so to be extinguished, but the receipt of the owning company under its common seal for the purchase money or stock shall absolutely discharge the purchasing company, and that company shall thereafter be in nowise obliged to see to the application or distribution thereof or liable for the misapplication thereof or any part thereof.

In witness whereof, the said companies, parties hereto, have hereunto affixed their respective common seals the day and year first above written.

L.S.

L.S.

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