ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. cclxxii.

An Act for the Incorporation of "The *Ilfracombe* Railway Company," and the making and maintaining of "The *Ilfracombe* Railway;" and for other Purposes. [25th *July* 1864.]

WHEREAS the making and maintaining of a Railway from the *North Devon* Railway in the Parish of *Bishop's Tawton* in the County of *Devon* to *Ilfracombe* in that County, with a Tramway connected therewith at *Ilfracombe*, would be of public and local Advantage: And whereas the several Persons in that Behalf in this Act named, with others, are willing at their own Expense to carry the Undertaking into execution, on being incorporated into a Company for the Purpose: And whereas the *London and South-western* Railway Company (in this Act called the *South-western* Company) are managing and working the *North Devon* Railway as Lessees thereof for One thousand Years: And whereas the *South-western* Company are willing and it is expedient that they be authorized to contribute towards the Funds of the Undertaking: And whereas Plans and Sections showing the Lines and Levels of the proposed Railway and Tramway, and the Lands by this Act authorized to be acquired for the Purposes thereof, and Books of

Ilfracombe Railway Act, 1864.

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 those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas a Bill has been introduced into Parliament in the present Session for incorporating the *Devon and Somerset* Railway Company (in this Act called the *Devon and Somerset* Company), and authorizing them to make and maintain the *Devon and Somerset* Railway, being a Railway on the Broad Gauge, commencing by a Junction with the *Bristol and Exeter* Railway at a Point thereon near to *Taunton*, and terminating at *Barnstaple* in Lands through which the Railway is by this Act authorized to be made: And whereas Heads for Arrangement between the Company by this Act incorporated and the *Devon and Somerset* Company and the *South-western* Company, with a view to Applications to Parliament in the Session of 1865 for Acts making the *Devon and Somerset* Company and the *South-western* Company joint Owners of the Undertaking by this Act authorized, have been entered into and are set forth in the Schedule to this Act annexed, and it is expedient that if the *Devon and Somerset* Company be incorporated in the present Session, those Heads of Arrangement be confirmed: 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 "*Ilfracombe* Railway Act, 1864."

8 & 9 Vict. cc. 16. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," and Part I. (relating to Cancellation and Surrender of Shares) of "The Companies Clauses Act, 1863," and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to Construction of a Railway), and Part III. (relating to Working Agreements) of "The Railways Clauses Act, 1863," (save so far as any of the Sections or Provisions of those Acts and Parts respectively are expressly excepted or varied by this Act,) are incorporated with this Act.

Same Meanings to Words in incorporated

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

the Subject or Context: Provided that the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act, 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; and the Words "Shares" and "Shareholders" include, when requisite, "Stock" and "Stockholders." Acts as in this Act.

4. *Benjamin Price*, *William Huxtable*, *William Stanney Toms*, *Charles Edward Mangles*, *Ralph Heneage Dutton*, *Edward John Hutchins*, and all other Persons and Corporations who have already subscribed or hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for the Purpose of making and maintaining the Railway and Works by this Act authorized, to be called "The *Ilfracombe* Railway," and for other the Purposes of this Act, and for those Purposes are by this Act incorporated by the Name of "The *Ilfracombe* Railway Company," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and Power to take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act. Company incorporated.

5. The Capital of the Company shall be Two hundred and ten thousand Pounds, in Ten thousand five hundred Shares of Twenty Pounds each. Capital.

6. Five Pounds a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and not more than Three Fourths of the Amount of a Share shall be the aggregate Amount of Calls in any One Year on any Share, and no Share shall be issued by the Company, or shall vest in the Person accepting the same, until not less than Twenty *per Centum* on the nominal Amount thereof shall have been paid thereon. Calls.

7. The Company from Time to Time may borrow on Mortgage for the Purposes of their Undertaking any Sums not exceeding in the whole Seventy thousand Pounds: Provided that the Company shall not borrow on Mortgage any Part of that Sum until the whole of their Capital under this Act is subscribed for or taken *bonâ fide*, and One Half thereof is actually paid up, and the Justice who certifies under Section Forty of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act, is satisfied that Shares for the whole of the said Capital of Two hundred and ten thousand Pounds have been issued and accepted *bonâ fide*, and that not less than Twenty *per Centum* has been paid up on account of each separate Share Power to borrow on Mortgage.

Share before or at the Time of the Issue or Acceptance thereof, and that such Shares were taken *bonâ fide*, and are held by registered Holders, who or their Assigns are legally liable for so much thereof as is not paid up, and of which Satisfaction the Certificate of such Justice under that Section shall be sufficient Evidence.

Arrears may be enforced by Appointment of a Receiver.

8. The Mortgagees of the Company may enforce the Payment of the Arrears of Interest, or of Principal and Interest, due on their respective Mortgages, by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is Three thousand Pounds.

Interest not to be paid on Calls paid up.

9. The Company or any other Railway Company to which this Act relates shall not, out of any Money by this Act or any other Act relating to the respective Company authorized to be raised by Shares or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made on the Shares held by him: Provided that the respective Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act.

Deposits for future Bills not to be paid out of Capital.

10. The Company or any other Railway Company to which this Act relates shall not, out of any Money by this Act or any other Act relating to the respective Company authorized to be raised by Shares or by borrowing, pay or deposit any Sum of Money 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 obtaining an Act authorizing the respective Company to make any other Railway, or execute any other Work or Undertaking.

Application of Monies.

11. The Monies from Time to Time raised by the Company under this Act by Shares and by borrowing respectively shall be applied only to Purposes of the Company's Undertaking.

First Meeting.

12. The First Ordinary Meeting of the Company shall be held within Nine Months after the passing of this Act.

Number and Quorum of Directors.

13. The Number of Directors shall be Six, and Three of them shall be elected by the Shareholders and Three of them shall be appointed by the *South-western* Company as by this Act provided, and the Quorum of a Meeting of the Directors shall be any Three Directors.

14. The

Qualification of Directors.

14. The Qualification of a Director elected by the Shareholders shall be the holding in his own Right of at least Twenty-five Shares of the Capital of the Company, and the Qualification of a Director appointed by the *South-western* Company shall be his being a Director of that Company, and it shall not be necessary that a Director appointed by the *South-western* Company be a Shareholder of the Company.

First Directors.

15. *Benjamin Price*, *William Huxtable*, and *William Stanney Toms*, to be considered as elected by the Shareholders, and *Charles Edward Mangles*, *Ralph Heneage Dutton*, and *Edward John Hutchins*, to be considered as appointed by the *South-western* Company, shall be the First Directors of the Company.

As to Election and Retirement, &c. of Directors.

16. The Directors appointed by this Act as elected by the Shareholders shall continue in Office until the First Ordinary Meeting of the Company, and at that Meeting the Shareholders present, either in person or by proxy, may either continue in Office those Directors or any of them, or elect new Directors to supply the Place of such of them as are not so continued in Office, the retiring Directors being, if qualified, re-eligible, and thereafter the Directors elected by the Shareholders shall retire and be elected in accordance with the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act.

Newspaper for Advertisements.

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

Power for South-western Company to take Shares;

18. The *South-western* Company shall subscribe for and take and hold (without Power to assign or transfer the same) Shares of the Capital of the Company to the Extent of Fifty thousand Pounds, in this Act called the *South-western* postponed Shares, and they may subscribe for or take and hold Shares of the Capital of the Company, or otherwise contribute towards the Funds of the Company's Undertaking, to any further Extent not exceeding Sixty thousand Pounds; and such further Shares or Contribution may be taken and held or made respectively on such Terms and Conditions whatsoever as are from Time to Time agreed on between the Company and the *South-western* Company.

and to arrange for Limitation or Postponement of Dividend thereon.

19. The Terms and Conditions on which the *South-western* Company shall take and hold the *South-western* postponed Shares are, except so far as the Companies may from Time to Time otherwise agree, as follows; (that is to say,)

1. No Dividend or Interest shall be paid to the *South-western* Company in respect of those Shares in any Year ending the Thirtieth

Thirtieth Day of *June* or the Thirty-first Day of *December* (which of those Days shall last happen after the opening of the Railway throughout for public Traffic) in which a Dividend out of the net Profits of the Company in that Year, at the Rate of Four *per Centum per Annum* at the least, shall not have been paid upon the other Shares (in this Act called the ordinary Shares) by this Act authorized to be raised by the Company:

2. In every Year in which the *South-western* Company shall receive, in respect of that Year, no Dividend, or a Dividend at a Rate less than Four *per Centum per Annum* on the *South-western* postponed Shares, the Deficiency shall be carried forward and shall constitute an Arrear payable to the *South-western* Company out of the Excess of net Profits in any future Year:

3. In every Year in which a Dividend at the Rate of Four *per Centum per Annum* shall have been paid upon the ordinary Shares out of the net Profits of the Company in that Year, the Excess of the net Profits of that Year beyond the Amount necessary to pay a Dividend at the Rate of Four *per Centum per Annum* on the ordinary Shares shall be applied as follows; (that is to say,)

(A.) In Payment to the *South-western* Company of all Arrears of Dividend on the *South-western* postponed Shares then remaining payable to them in respect of the Deficiency of any former Year or Years, without Interest:

(B.) In Payment to the same Company of Dividend in respect of that respective Year at the Rate of Four *per Centum per Annum* on the *South-western* postponed Shares:

(C.) In Payment of Dividend rateably on the ordinary Shares and the *South-western* postponed Shares:

4. The *South-western* Company shall not vote in respect of the *South-western* postponed Shares at any Election of a Director of the Company elected by the Shareholders.

Power for South-western Company to apply or raise Funds for Contribution.

20. In order to any Contribution in accordance with this Act by the *South-western* Company to the Capital of the Company, the *South-western* Company may apply for the Purpose any of their present or future Corporate Funds, or may raise all or any Part of the Sum which they are by this Act authorized to contribute by the Creation and Issue of new Shares or new Stock, whether ordinary or preferential or both, of the Capital of the *South-western* Company.

21. The

Provisions of Company's Act of 1862, as to Shares and Stock, apply to Shares and Stock under this Act.

21. The Provisions of Sections 49 to 70 (both inclusive) of the "*South-western* Railway (Additional Powers) Act, 1862," with respect to preferential Shares and Stock and the Cancellation of Shares and Stock, and the Issue of new Shares or Stock instead of cancelled Shares or Stock, and otherwise respecting Shares and Stock, extend to this Act with respect to the *South-western* Company, and the Shares and Stock which by this Act they are authorized to create and issue.

Consent of Shareholders to Contribution or Guarantee.

22. Provided that, except their taking and holding of the *South-western* postponed Shares as by this Act authorized and provided, the *South-western* Company shall not make any Contribution to the Capital of the Company, or guarantee or pay Dividend or Interest on any Monies from Time to Time raised by the Company without in every Case the Sanction or Approval of at least Three Fifths of the Votes of the Shareholders present, in person or by proxy, at an Extraordinary General Meeting of each of the Company and the *South-western* Company especially convened for the Purpose.

Nominee of South-western Company to vote, &c. at Meetings of Company.

23. The *South-western* Company from Time to Time may appoint any Person, whether or not a Shareholder of the Company or of the *South-western* Company, to vote on behalf of the Company at General Meetings of the Company, and from Time to Time may revoke any such Appointment and appoint another Person in that Behalf, and the Person so from Time to Time appointed shall, during his Appointment and in respect of the Shares so from Time to Time held by the *South-western* Company, be entitled to be present and to take Part in the Discussions, and subject to the Provisions of this Act to vote at all General Meetings of the Company, as if he were the Holder in his own Right of those Shares.

Power for South-western Company to appoint Three Directors of Company.

24. The *South-western* Company from Time to Time may appoint Three Persons, being respectively Directors of the *South-western* Company, and whether or not Shareholders of the Company, to be Directors of the Company in addition to the other Directors of the Company.

Rotation of Directors so appointed.

25. Every Director so appointed by the *South-western* Company shall retire from Office at the First Ordinary Meeting in every Year of the Company, unless he be appointed for a shorter or a longer Period, and every such Director retiring from Office shall be re-eligible, and, except as is by this Act otherwise provided, every such Director shall have the same Powers and be subject to the same Provisions and Regulations as Directors of the Company elected by their Shareholders.

26. The

Removal of such Directors.

26. The *South-western* Company from Time to Time may remove any such Director from Time to Time appointed by them.

Supply of Vacancy in the Office of Directors so appointed.

27. If and when any Person appointed by the *South-western* Company to be a Director of the Company, by Writing under his Hand, resigns, or is removed, or becomes disqualified, or dies, every Vacancy in the Number of the Directors of the Company so occasioned may be supplied by the *South-western* Company by the Appointment in accordance with this Act of some other Person to be a Director of the Company.

Powers of Directors of Company.

28. The Powers of the Directors of the Company are not dependent on there being in Office any Director appointed by the *South-western* Company.

Instruments of Appointment or Removal by Company of Nominees.

29. Every Instrument of Appointment or Revocation by the *South-western* Company of a Person to vote at Meetings of the Company, and every Instrument of Appointment or Removal by the *South-western* Company of a Person to be a Director of the Company, shall respectively be in Writing and under the Seal of the *South-western* Company, or under the Hand of their Secretary, and the respective Instrument shall be delivered by the *South-western* Company to the Company or to their Secretary, and shall be kept by the Company with their Records, and shall at all reasonable Times be open to the Inspection and Transcription of all Persons interested.

Validity of the Instruments, and of Votes and Acts there under.

30. Until the contrary be shown, every Instrument purporting to be the Instrument of any such Appointment or Revocation, and under the Seal of the *South-western* Company, or under the Hand of their Secretary, and without Proof of the Seal thereto affixed having been duly affixed, or of the Signature having been duly authorized, or being the Signature of the Secretary, shall be Evidence of the Appointment and Revocation purporting to be thereby made; provided that notwithstanding it be afterwards discovered that there was any Defect in the Appointment of any such Person to vote or of any such Person to be a Director, all his respective Votes or Acts as Nominee of the *South-western* Company or as Director of the Company, and all Proceedings consequent thereon or relating thereto, shall be as valid as if he were duly appointed.

South-western Company's Secretary to give Notice to Company of

31. The Secretary of the *South-western* Company shall give to the Company Notice in Writing, to be sent by Post to or to be delivered at the Principal Office of the Company, of every Appointment, Removal, Resignation, Disqualification, or Death of every Person from Time to Time

Time appointed by or on behalf of the Company to vote at Meetings of the Company or to be a Director of the Company, and every such Notice shall be so given as soon as conveniently may be after the Event therein certified has occurred, and until the contrary be shown every such Notice shall, as between the Company and the *South-western* Company, be Evidence of the Fact thereby certified. Appointment, &c. of Nominee and Directors.

32. For the Purposes of the Railway and Works by this Act authorized, and for carrying this Act into execution, the Company from Time to Time may enter upon, take, and use such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as they from Time to Time think expedient. Power to take and use Lands for Works authorized by Act.

33. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years after the passing of this Act. Powers for compulsory Purchases limited.

34. The Company by Agreement from Time to Time may purchase any Quantity of Land not exceeding in the whole Twenty-five Acres for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," incorporated with this Act. Lands for extraordinary Purposes.

35. Subject to the Provisions of this Act, the Company from Time to Time may make the Railway and Works by this Act authorized in the Lands shown on the deposited Plans and specified in the deposited Books of Reference, and so far as the Railway and Works are shown on the deposited Plans and Sections, may make the same in the Lines and in accordance with the Levels shown thereon. Power to make Railway and Works authorized by Act.

36. The Railway and Works by this Act authorized comprise the following Railway, Tramway, and Works, with all proper and sufficient Sidings, Stations, Buildings, Yards, Bridges, Roads, Approaches, Communications, Works, and Conveniences connected therewith; (that is to say,) Railway and Works authorized by Act.

(A.) A Railway commencing in the Parish of *Bishop's Tawton* in the County of *Devon* by a Junction with the *North Devon* Railway, and terminating in the Parish of *Ilfracombe* in that County:

(B.) A Tramway, No. 1, wholly in the Parish of *Ilfracombe*, commencing by a Junction with the Railway (A), and terminating in Land abutting on the Harbour of *Ilfracombe*.

37. In carrying the several Roads numbered on the deposited Plans as follows over, under, or across the Railway, the Company may Inclination of certain Roads crossed by Railway.

may make the Inclination of those Roads respectively such as or not steeper than as follows; (to wit,)

No.	Parish.	Description of Road.	Inclination of Approach.
57	Barnstaple -	Public Road -	1 in 14 on one Side.
102	Pilton - -	Public Road -	1 in 6.
1	Sherwell -	Public Road -	1 in 6.
22	Marwood -	Public Road	1 in 12 on one Side, Road to be carried out level from Bridge to existing Slope.
78	Ilfracombe -	Public Road	1 in 13 on one Side, Road to be carried out level on other Side.

Width of certain Roads carried over the Railway.

38. In carrying the several Roads numbered on the deposited Plans as follows over the Railway, the Company may make and maintain the Bridges for carrying those respective Roads over the Railway of Widths respectively not greater than as follows; (to wit,)

No.	Parish.	Description of Road.	Width of Roadway.
31	Bishop's Tawton -	Public Road - -	12 Feet.
48	Barnstaple - -	Turnpike Road - -	25 Feet.
57	Barnstaple - -	Public Road - -	20 Feet.
102	Pilton - - -	Public Road - -	12 Feet.
1	Sherwell - -	Public Road - -	12 Feet.
5	Marwood - - -	Public Road - -	15 Feet.
22	Marwood - - -	Public Road - -	15 Feet.

Span of Arches carrying Railway over Roads.

39. In carrying the Railway over the several Roads numbered on the deposited Plans as follows, the Company may make and maintain the Arches for carrying the Railway over those respective Roads of Spans respectively not greater than as follows; (to wit,)

No.	Parish.	Description of Road.	Width of Road and Span of Arches.
24	Barnstaple - -	Public Road - -	15 Feet.
48	Pilton - - -	Public Road - -	15 Feet.
63	Marwood - - -	Public Road - -	20 Feet.
106	Marwood - - -	Public Road - -	15 Feet.
199	Marwood - - -	Turnpike Road - -	25 Feet.
78	Ilfracombe - -	Public Road - -	20 Feet.

Tunnels and Bridges to be made of certain Width.

40. The Tunnels on the Railway and the Bridges over the Railway shall be respectively made and maintained of not less than the following Dimensions; that is to say, of the clear Width of Fifteen Feet,

Feet, and of the clear Height above the Level of the Rails of Sixteen Feet for a Width of Three Feet at least.

As to Construction of Works near North Devon and Somerset Railway, and Acquisition of Lands common to both Companies.

41. If a Bill now pending in Parliament for making the *Devon and Somerset* Railway pass into a Law in the present Session, the Engineer of the Company and of the Company to be incorporated by the said Bill shall determine in what Manner the Railways of the respective Companies, where the same shall be in proximity to each other, and the Works and Stations connected therewith shall be constructed, and which of the Lands which the Companies respectively may be authorized to acquire shall be appropriated to such Purposes, and as to the Mode in which a Junction shall be made between the Railways of the Two Companies, and in case of Difference between the Engineers upon any of the Matters aforesaid, the Matter so in difference shall be settled by an Arbitrator, to be appointed by the Board of Trade upon the Application of either of the Companies, and the Costs of the Arbitration shall be in the Discretion of the Arbitrator.

Period for Completion of Works.

42. The Railway by this Act authorized shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers of the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Bond for Completion of Railway.

43. Whereas pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Session of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Eighteen thousand five hundred Pounds Stock in the New Three *per Cent.* Annuities has been transferred into the Name of the Accountant General of the Court of Chancery with respect to the Application to Parliament for this Act: And whereas the said Sum of Eighteen thousand five hundred Pounds Stock represents the Sum of Sixteen thousand eight hundred Pounds Sterling, which is Eight *per Centum* on Two hundred and ten thousand Pounds, being the estimated Expense of the Railways by this Act authorized: Therefore, notwithstanding anything contained in the recited Act, the Sum so deposited, or the Dividends thereof, shall not, except on the Execution and Deposit of the Bond herein-after mentioned, be paid or transferred to or upon the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of that Act, or the Survivors or Survivor of them, unless the Company, before the Expiration of the Period by this Act limited for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have

expended

expended for the Purposes of this Act a Sum equal in Amount to that One Half; and if that Period expire before the Company either open the Railways for the public Conveyance of Passengers, or give the Proof to the Satisfaction of the Board of Trade, the Sum of the Stock so transferred and the Dividends thereof shall immediately from and after the Expiration of that Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they are then 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: Provided that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Sixteen thousand eight hundred Pounds Sterling be executed by the Company with One or more Sureties (the Bond to be prepared to the Satisfaction of and the Surety or Sureties to be approved by the Solicitor to the Treasury), conditioned for Payment to Her Majesty, Her Heirs or Successors, of the Sum of Sixteen thousand eight hundred Pounds Sterling, if the Company do not within the Time by this Act limited for the Completion of the Railways either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to that One Half, and if the Bond be deposited with the Solicitor to the Treasury, then the Sum of Stock so transferred and the Dividends thereof shall be transferred and paid to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order, or the Survivors or Survivor of them; and it shall not be necessary to produce any Certificate of this Act having passed, and the Monies to be recovered or the Bond shall be dealt with in like Manner as the Sum of Stock so transferred and the Dividends thereof would be dealt with under this Act if the Bond were not executed and deposited, and the Certificate of that Solicitor that the Bond has been so executed and deposited, and the Certificate of the Board of Trade that the Proof has been given to their Satisfaction, shall respectively be sufficient Evidence of the Facts so certified.

Power to take Tolls.

44. The Company from Time to Time may demand and take any Tolls for the User of the Railway and Tramway, and Carriages, Waggons, or Trucks, and locomotive Engines provided by the Company respectively, not exceeding the following; (that is to say,)

Tonnage on Goods, &c.

With respect to all Things conveyed on the Railway and Tramway, or any Part thereof, and included within the following Classes, as follows:

Class 1. For all Coals, Coke, Culm, Charcoal and Cinders, Compost, Dung, all Sorts of Manure, Lime, and Limestone, all undressed

undressed Materials for the Repair of Roads and Highways, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other like Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, One Penny a Ton a Mile; and if conveyed in Carriages provided by the Company, an additional One Halfpenny a Ton a Mile; and if propelled by an Engine provided by the Company, a further One Halfpenny a Ton a Mile:

Class 2. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, One Penny Halfpenny a Ton a Mile; and if conveyed in Carriages provided by the Company, an additional Halfpenny a Ton a Mile; and if propelled by an Engine provided by the Company, a further Halfpenny a Ton a Mile:

Class 3. For all Cotton and other Wools, Drugs, manufactured Goods, and Fish, and all other Things, Twopence a Ton a Mile; and if conveyed in Carriages provided by the Company, an additional Halfpenny a Ton a Mile; and if propelled by an Engine provided by the Company, a further Halfpenny a Ton a Mile:

Class 4. For every Carriage of whatever Description (not being a Carriage adapted and used for travelling on a Railway, and not weighing more than Two Tons), Fourpence a Mile; and if conveyed on a Truck provided by the Company, an additional One Penny a Mile; and if propelled by an Engine provided by the Company, a further Penny a Mile; and for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons which the Carriage weighs, an additional Penny a Mile:

Tolls for Animals.

With respect to all Animals conveyed in Waggons on the Railway and Tramway, or any Part thereof, and included within the following Classes, as follows:

Class 5. For every Horse, Fourpence, and for every Mule, Ass, or other Beast of Draught or Burden, Threepence a Mile; and if conveyed in a Waggon provided by the Company, an additional One Penny a Mile; and if propelled by an Engine provided by the Company, a further Halfpenny a Mile:

Class 6. For every Ox, Cow, Bull, or Neat Cattle, One Penny a Mile; and if conveyed in a Waggon provided by the Company, an additional Halfpenny a Mile; and if propelled by an Engine provided by the Company, a further Halfpenny a Mile:

Class 7. For every Calf, Pig, Sheep, Lamb, or other small Animal, One Penny a Mile; or if Six at least be carried, One Halfpenny a Mile;

a Mile; and if conveyed in a Waggon provided by the Company an additional One Halfpenny a Mile; and if propelled by an Engine provided by the Company, a further One Halfpenny a Mile:

Tolls for Passengers.

With respect to Passengers conveyed in Carriages on the Railway, or any Part thereof, as follows:

For every Passenger, Twopence a Mile; and if conveyed in a Carriage provided by the Company, an additional One Halfpenny a Mile; and if propelled by an Engine provided by the Company, a further One Halfpenny a Mile.

Maximum Rates for Animals and Things.

45. The maximum Rates to be demanded and taken by the Company for the Conveyance of Animals and Things on the Railway and Tramway, including the Tolls for the User of the Railway and Tramway and of Waggons, and for locomotive Power, and every other Expense incidental to the Conveyance (except a reasonable Sum for the covering of Goods and the loading or unloading of Goods at a Terminal Station for the Goods, and for Collection and Delivery, and any other Services incidental to the Business of a common Carrier where the Services are performed by the Company,) shall not exceed the following; (that is to say,)

For Things within Class 1, One Penny Halfpenny a Ton a Mile:
For Things within Class 2, Twopence a Ton a Mile:
For Things within Class 3, Threepence Halfpenny a Ton a Mile:
For any Carriage within Class 4, if not weighing more than Two Tons, Sixpence a Mile, and if weighing more than Two Tons, for every Quarter of a Ton or Fraction of a Quarter of a Ton above One Ton, One Penny Halfpenny a Mile additional:
For every Animal within Class 5, Fourpence a Mile:
For every Animal within Class 6, Twopence a Mile:
For every Animal within Class 7, One Penny a Mile.

Maximum Fares for Passengers.

46. The maximum Fares to be demanded and taken by the Company for the Conveyance of Passengers on the Railway or any Part thereof, including the Tolls for the User of the Railway and of Carriages, and for locomotive Power, and every other Expense incidental to the Conveyance, shall not exceed the following; (that is to say,)

For every Passenger conveyed in a First-class Carriage, Threepence a Mile:
For every Passenger conveyed in a Second-class Carriage, Twopence a Mile:
For every Passenger conveyed in a Third-class Carriage, One Penny Halfpenny a Mile.

47. The

Restrictions as to Tolls not to apply to Special Trains.

47. The Restrictions as to Fares and Rates for Passengers, Animals, and Things do not extend to any Special or extra Train required to be run on the Railway, but apply only to the ordinary and Express Trains from Time to Time appointed by the Company for the Conveyance of Passengers, Animals, and Things on the Railway.

Passengers Luggage.

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

Regulations as to Tolls.

49. The following Regulations apply to the fixing of the Tolls; (that is to say,)

For Passengers, Animals, and Things conveyed on the Railway for a Distance less than Four Miles the Company may demand and take Toll as for Four Miles:

For a Fraction of a Mile beyond Four Miles, or beyond any greater Number of Miles, the Company may, with respect to Goods and Animals, demand Tolls for such Fraction in proportion to the Number of Quarters of a Mile contained therein; and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and with respect to Passengers, every Fraction of a Mile beyond Four Miles or any greater Number of Miles shall be deemed a Mile:

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

With respect to all Things, 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 in Weight, and so in proportion for any smaller Quantity.

Tolls for small Parcels and single Articles of great Weight.

50. With respect to small Packages and single Articles of great Weight, notwithstanding the Rates by this Act prescribed, the Company may demand and take the Tolls following; (that is to say,)

For the Conveyance of small Parcels on the Railway or any Part thereof:

Not exceeding Seven Pounds in Weight, Threepence:

Exceeding Seven and not exceeding Fourteen Pounds in Weight, Fivepence:

Exceeding Fourteen and not exceeding Twenty-eight Pounds in Weight, Sevenpence:

Exceeding Twenty-eight and not exceeding Fifty-six Pounds in Weight, Ninepence:

Exceeding Fifty-six and not exceeding Five Hundredweight, any Sum the Company think fit:

Provided, that Things 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 that Term applies only to single Parcels in separate Packages:

For the Carriage of any single Thing, the Weight of which, including the Carriage, exceeds Four Tons but does not exceed Eight Tons, the Company may demand and take any Sum not exceeding Sixpence a Ton a Mile, including Truck and locomotive or other Power:

For the Carriage of any single Thing, the Weight of which, with the Carriage, exceeds Eight Tons, the Company may demand and take any Sum they think fit.

Terminal Station.

51. No Station is to be considered a Terminal Station in regard to any Things conveyed on the Railway, which have not been received thereat direct from the Consignor thereof, or are not directed to be delivered therefrom to the Consignee.

Company may take increased Charges by Agreement.

52. Provided, That nothing in this Act contained shall preclude the Company from demanding and taking any increased Charges over and above the Charges by this Act limited, for the Conveyance of Animals or Things of any Description, by Agreement with the Owners or Persons in charge of the Animals or Things, either by reason of any special Service performed by the Company in relation thereto, or with respect to the Conveyance of any Animals or Things (other than small Parcels) by Passenger Trains.

Agreements between Company and South-western Company.

53. The Company and the *South-western* Company, with the Sanction or Approval of at least Three Fifths of the Votes of the Shareholders present, in person or by proxy, at a General Meeting of each Company respectively specially convened for the Purpose, from Time to Time may make and carry into effect all such Agreements and Arrangements for all or any of the Purposes in that Behalf by this Act authorized, and all Matters incidental and accessory thereto, as those Two Companies from Time to Time think fit; and the Agreements and Arrangements respectively may be for such Considerations and on such Terms and Conditions whatsoever as the contracting Companies think fit; and the Agreements so from Time to Time made shall be deemed "Working Agreements" within the Meaning of Part III. of "The Railways Clauses Act, 1863," incorporated with this Act.

54. The

Purposes of those Agreements.

54. The Purposes for which Agreements or Arrangements between the Company and the *South-western* Company may be made and carried into effect comprise the following Purposes; (that is to say,)

(A.) The maintaining, managing, working, and using by those Two Companies, or either of them, or otherwise, of the Railway, Tramway, and Works by this Act authorized, or any Part thereof:

(B.) The Management, Direction, Working, and Interchange by those Two Companies, or either of them, or otherwise, of the Traffic on the Railway, Tramway, and Works by this Act authorized, or any Part thereof:

(C.) The Collection, Appropriation, Apportionment, and Distribution by or between the Two Companies, or by either of them, or otherwise, of the Tolls, Fares, Rates, and Charges, whether through or local, Income, and Profits arising from the Railway, Tramway, and Works by this Act authorized, or any Part thereof.

Tolls on Railway when worked by South-western Company.

55. If and whenever the *South-western* Company work over all or any Part of the Railway, Tramway, and Works by this Act authorized, then the *South-western* Company may demand and take in respect of the same for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all Services performed by them thereon, and for all other Matters with respect to Traffic thereon, a like Amount of Tolls, Fares, Rates, and other Charges as by the several Acts relating to the *South-western* Company or any of them, the *South-western* Company are authorized to demand and take for like Services and Matters on or with respect to their Main Line of Railway, and in like Manner and with and subject to like Powers and Provisions in all respects as if the Railway, Tramway, and Works, or Parts thereof respectively so worked over by the *South-western* Company, were Part of that Main Line.

Limit as to maximum Charges.

56. Provided, That the maximum Charges to be made by the *South-western* Company with respect to the Tolls, Fares, Rates, and Charges for the User of the Railway, Tramway, and Works, or Parts thereof respectively, and for Carriages, Waggons, and Trucks, and for Locomotive Engines or other Power, and every Expense incidental to the Conveyance of their Traffic on and at the same respectively, shall not in any Case to which the Limitation of maximum Charges is applicable exceed the Sums in that Behalf limited by the Acts from Time to Time in force with respect to their Main Line of Railway.

Tolls partly on Railway and partly on South-western Company's Railways.

57. Where under this Act any Passengers, Animals, or Things are conveyed by the *South-western* Company partly on the Railway by this Act authorized and partly on any other Railway worked over by the *South-western* Company for a Distance less in the Whole than Four Miles, the *South-western* Company may demand and take Tolls, Fares, Rates, and Charges not exceeding the maximum Tolls, Fares, Rates, and Charges as for Four Miles only, and for a Fraction of a Mile beyond Four Miles the Company may, with respect to Goods and Animals, demand Tolls for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile, such Fraction shall be deemed a Quarter of a Mile; and with respect to Passengers, every Fraction of a Mile beyond Four Miles shall be deemed a Mile, and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods conveyed as aforesaid than the Charge in this Behalf herein authorized.

Railways to be deemed continuous as to Tolls.

58. In estimating Tolls, Fares, Rates, or Charges when the Railway by this Act authorized, or any Part thereof, is from Time to Time worked over by the *South-western* Company, the same and the several other Railways from Time to Time worked over by the *South-western* Company shall be deemed One continuous Line of Railway.

Heads for an Arrangement set forth in Schedule to this Act confirmed.

59. The Heads for an Arrangement between the Company and the *Devon and Somerset* Railway Company and the *London and South-western* Railway Company, which are set forth in the Schedule to this Act annexed, shall, in the event of the *Devon and Somerset* Railway Company being incorporated by any Act of the present Session of Parliament, and whether already or hereafter passed, be by this Act confirmed and made binding on those Three Companies respectively, and full Effect may and shall be given thereto.

Provisions in pursuance of the said Arrangement.

60. In the event of the *Devon and Somerset* Railway Company being so incorporated, the following Provisions shall have effect; (that is to say,)

(A.) The *Devon and Somerset* Company, or, with their previous Consent in Writing, the *Bristol and Exeter* Railway Company (in this Act called the *Bristol and Exeter* Company) may, by Notice in Writing on or before the Tenth Day of *October* One thousand eight hundred and sixty-four to the Company and the *South-western* Company respectively declare the Option of the Company giving Notice to become joint and equal Owners with the *South-western* Company of the Undertaking by this Act authorized, and to apply to Parliament

Parliament in the Session of One thousand eight hundred and sixty-five for Powers for that Purpose:

(B.) If the *Devon and Somerset* Company or the *Bristol and Exeter* Company so declare that Option, and apply to Parliament accordingly, then the *South-western* Company shall also apply to Parliament in the Session of One thousand eight hundred and sixty-five for Powers for their becoming joint and equal Owners with the *Devon and Somerset* Company, or (as the Case may be) the *Bristol and Exeter* Company, of the Undertaking by this Act authorized:

(C.) The Bills for those Purposes to be promoted by the Two Companies respectively, or One of the Bills, shall when deposited in the Private Bill Office of the Honourable the House of Commons contain Provisions not only for those Purposes but also for the following Purposes; (that is to say,)

1. That the Railway by this Act authorized shall be a Single Line of Railway, of the Mixed Gauge throughout, with Land for a Double Line:
2. For the Connexion of the Broad Gauge Line on the Railway by this Act authorized with the Line of the *Devon and Somerset* Railway, so that the Two Railways may be worked continuously as if they were One Railway:
3. For the Connexion of the Lines of the Railway by this Act authorized with the Lines of the *North Devon* Railway, so that the Two Railways may be worked continuously as if they were One Railway:
4. For authorizing and making it obligatory on the *Devon and Somerset* Company or (as the Case may be) the *Bristol and Exeter* Company to provide One Half of the Capital requisite for the joint Undertaking:
5. For authorizing and making it obligatory on the *South-western* Company to provide the other Half of the Capital requisite for the joint Undertaking:
6. For providing that the Advances of Capital by the Two Companies respectively shall be made at the same Times and in like Amounts:
7. For providing that the Direction, Appointment of Officers, Management, Control, Ownership, and Liability of the Two Companies with respect to the joint Undertaking shall be joint and equal, and their respective Powers, Privileges, and Liabilities with respect to the joint Undertaking shall be alike:
8. For providing for the Determination of Questions on which the Direction are equally divided:

9. For

9. For repealing the Provisions of this Act with respect to the *South-western* postponed Shares, and voting in respect thereof, and the Appointment by the *South-western* Company of Directors of the Company and all incidental Matters, and for making all the Shares of the Company's Capital ordinary Shares:

10. For providing that all Payments, if any, made by the *South-western* Company to the Company in respect of the *South-western* postponed Shares, shall be taken into account as Payments in respect of the One Half to be provided by the *South-western* Company of the Capital for the joint Undertaking:

(D.) Each or either of the Bills may contain any other Provisions, consistent with the Standing Orders of the Two Houses of Parliament respectively and not inconsistent with any of the preceding Provisions, which the Company promoting the respective Bill think fit:

(E.) The Company and the *Devon and Somerset* Company, if they declare the Option, or each of the *Devon and Somerset* Company and the *Bristol and Exeter* Company if the *Bristol and Exeter* Company declare the Option, and the *South-western* Company respectively shall assist the Applications so made to Parliament, and so far as any Application so made relates to any of the Subject Matters of the Heads for an Arrangement set forth in the Schedule to this Act annexed, and is consistent with the Arrangement, shall not directly or indirectly oppose the same, except for the Purpose of securing that the Terms of the Arrangement be carried out fairly, but this is not to prevent any of the Companies from opposing any Provision in either of the Bills for any Purpose beyond the Purview of those Heads.

Saving Rights of South-western Company.

61. Except as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the established Rights, Powers, or Privileges of the *South-western* Company.

Saving Rights of the Crown.

62. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them on behalf of Her Majesty first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively

tively authorized to give), neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

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

63. Nothing in this Act contained shall exempt auy Railway to which this Act relates from the Provisions of any present or future General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, or from any future Revision and Alteration under the Authority of Parliament of the maximum Rates of Fares and Charges by the recited Acts and this Act respectively authorized, or the Rates for small Parcels thereby respectively authorized.

Expenses of Act.

64. All the Costs, Charges, and Expenses of and incident to the preparing and applying for, obtaining, and passing of this Act shall be borne and paid by the Company.

SCHEDULE referred to in this Act.

HEADS for an Arrangement between the Ilfracombe Railway Company, the Devon and Somerset Railway Company, and the London and South-western Railway Company. To be subject to the Sanction of Parliament.

1. The London and South-western (North Devon Extension) Bill to be withdrawn.

2. The Ilfracombe Bill to be allowed to pass in its present Condition, but with Clauses to the following Effect:

Confirming these Heads,—

Enabling the Devon and Somerset Company on or before October Tenth One thousand eight hundred and sixty-four to declare their Option to become joint and equal Owners with the South-western Company of the Ilfracombe Undertaking, and to seek for Powers in the Session of One thousand eight hundred and sixty-five for that Purpose:

If Option declared and Powers obtained in that Session, then the Devon and Somerset Company to find Half the necessary Capital, and a Line to be constructed as a Single Line of Mixed Gauge Railway throughout, with Land for a Double Line:

The South-western Company having obtained Parliamentary Powers to do so, to be in the above Events Owners of the other Half of the Undertaking, on the same Terms and with the like Powers, Privileges, and Liabilities as the Devon and Somerset Company:

The Ilfracombe Company and the South-western Company and the Devon and Somerset Company to assist the Application for Powers made by the other, and not to oppose, except for the Purpose of securing that the Terms herein intended are carried out fairly, and with due Provision for the Direction, Officers, Management, Control, Ownership, and Liability of the Devon and Somerset Company and the South-western Company being joint and equal. If the Option be not exercised, or if the Powers be not obtained by the Devon and Somerset Company, the Ilfracombe Railway to be made and maintained by the Ilfracombe Company under the Provisions of the Act as it now stands.

3. All Opposition to the Ilfracombe Bill to be withdrawn.

4. Agreements to be entered into between the Parties, defining and binding them to the intended Arrangement, and providing, in the event of the Option being declared, but only until and subject to the Decision of Parliament in the Session of One thousand eight hundred and sixty-five, for such Matters relating to Direction, Officers, Management, Control, and Liability, as pending that Decision they find requisite.

5. In the event of the Devon and Somerset Company and the South-western Company becoming the joint Owners of the Ilfracombe Undertaking, all the Expenses of the Ilfracombe and South-western and the Devon and Somerset

Ilfracombe Railway Act, 1864.

Somerset Companies respectively, relating to the Railway Undertakings of One thousand eight hundred and sixty-three and One thousand eight hundred and sixty-four between Barnstaple and Ilfracombe, to be a Charge on the joint Capital.

6. The Option above reserved to the Devon and Somerset Company may be exercised by the Bristol and Exeter Railway Company, instead of the Devon and Somerset Company, with that Company's Consent.

7. The Tramway in connexion with the Harbour at Ilfracombe to be constructed in such Manner, consistent with Parliamentary Authority, as shall be agreed between the Engineers of the Ilfracombe and the Devon and Somerset Companies, and, failing Agreement between them, by an Engineer to be appointed by the Board of Trade.

8. The necessary Clauses and Agreements to be settled between the Companies, failing Agreement between them, by Mr. John Bullar, who shall have full Power to settle the Terms and Conditions, as well as the Language of the same, in all Particulars not herein specially expressed.

9. If the Option be declared and the necessary Powers obtained in the Session of One thousand eight hundred and sixty-five, then the South-western Company's Obligations as to their Subscription towards the Ilfracombe Undertaking contained in the pending Ilfracombe Bill to be repealed, and their Powers in respect of Subscription and incident thereto to be such as shall be sanctioned by Parliament in their future Application on that Subject.

Dated July 7th, 1864.

ROBERT WREFORD,
For the Ilfracombe Railway Company.
RICCARD & SON,
For the Devon and Somerset Company.
BURCHAM & Co.,
For the London and South-western
Railway Company.

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