ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

Cap. cxxviii.

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

[7th *July* 1862.]

WHEREAS the making of a Railway from the *South Devon* Railway, near to the *Newton* Station thereof, in the Parish of *Wolborough* in the County of *Devon* to *Moretonhampstead* in the same County would be of great public and local Advantage: And whereas the several Persons herein-after named, with others, are willing at their own Expense to carry the same into execution: And whereas Plans and Sections showing the Line and Levels of the proposed Railway, and the Lands by this Act authorized to be acquired, and Books of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of those Lands, have been deposited with the Clerk of the Peace for the County of *Devon*: And whereas the proposed Railway will communicate with the *South Devon* Railway, and might be conveniently worked in connexion with the Undertaking of the *South Devon* Railway Company, and it is expedient that certain Heads of Arrangement set forth in the Schedule to this Act which have been entered into between that Com-

pany and the Company intended to be hereby incorporated with respect to such Working, and also between the last-mentioned Company and the *South Devon* Railway Company, and the *Great Western* Railway Company, the *Bristol and Exeter* Railway Company, and the *Cornwall* Railway Company respectively, with respect to the Traffic of the Companies Parties thereto, and the Division and Apportionment of the Tolls and Charges arising therefrom, should 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 "The *Moretonhampstead and South Devon* Railway Act, 1862."

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

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," are (except where varied by this Act) incorporated with and form Part of this Act.

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

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

Interpretation of Terms.

4. In this Act the Expression "the Company" shall mean the Company incorporated by this Act, and the Expression "the *South Devon* Company" shall mean the *South Devon* Railway Company.

Company incorporated.

5. The Right Honourable the Earl of *Devon*, *Elias Cuming*, *John Divett*, *William Robert Hole*, *Thomas Wills*, *Thomas Woollcombe*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway and for other the Purposes of this Act, and for those Purposes shall be incorporated by the Name of "The *Moretonhampstead and South Devon* Railway Company," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act.

Capital.

6. The Capital of the Company shall be One hundred and five thousand Pounds, in Ten thousand five hundred Shares of Ten Pounds each.

7. Two

Calls.

7. Two Pounds a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and Four Fifths of the Amount of the Share shall be the utmost aggregate Amount of the Calls made in any One Year upon any Share.

Power to borrow on Mortgage.

8. The Company from Time to Time may borrow on Mortgage any Sums not exceeding in the whole Thirty-five thousand Pounds, but no Part thereof shall be borrowed until the whole of the Capital of One hundred and five thousand Pounds is subscribed for, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the Capital has been subscribed for and is held by the Subscribers or their Assigns, and that for such Capital such Subscribers or their Assigns are legally liable.

Interest not to be paid on Calls paid up.

9. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

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

Application of Monies.

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

Number of Directors.

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

Quorum.

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

First Directors.

14. The Right Honourable the Earl of *Devon*, *Elias Cuming*, *John Divett*, *William Robert Hole*, *Thomas Wills*, and *Thomas Woollcombe* shall be the First Directors of the Company.

15. The

Qualification of Directors.

15. The Qualification of a Director shall be the Possession in his own Right of not less than Thirty Shares.

Election of Directors.

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

Subsequent Election of Directors.

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

Scale of voting.

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

Newspaper for Advertisements.

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

Power to take Lands.

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

Power to make Railway according to deposited Plans.

21. Subject to the Provisions of this Act and of the Acts incorporated herewith, the Company may from Time to Time make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections, and in and upon the Lands which the Company are by this Act authorized to enter upon, take, and use, the Railway following, with all proper Stations, Wharves, Approaches, Works, and Conveniences connected therewith; (that is to say,)

A Railway commencing by a Junction with the *South Devon* Railway in the Parish of *Wolborough* in the County of *Devon*, and terminating in the Parish of *Moretonhampstead* in the same County.

Plans, &c. to be deposited at Admiralty.

22. Previously to commencing the Bridges over the River *Lemon* and the *White Lake*, or either of them, or the Works respectively connected therewith, the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of each of the said Bridges and Works respectively connected therewith, for the Approval of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty, and each of such Bridges and Works shall be constructed only in accordance with such Approval; and when any such Bridges or Works shall have been commenced or constructed, it shall not be lawful for the Company at any Time to alter or extend the same without obtaining previously to making any such Alteration or Extension the like Consent or Approval; and if any such Bridges or Works shall be commenced or completed, or be altered, extended, or constructed, contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Lights to be exhibited during Execution of Works.

23. During the Construction of each of the Bridges over the River *Lemon* and the *White Lake* and Works respectively connected therewith the Company shall cause to be hung out or exhibited every Night, from Sunset to Sunrise, a Light to be kept burning by and at the Expense of the Company for the Navigation and safe Guidance of Vessels, and for ever after the Completion of each of the Bridges the Company shall cause to be hung out or exhibited upon or near to the Centre of each of the Bridges every Night, from Sunset to Sunrise, a good and sufficient Light to be kept burning by and at the Expense of the Company for the Navigation and safe Guidance of Vessels, and which Lights shall be from Time to Time altered by the Company in such Manner, and be of such Description and be so used and placed, as the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral shall by Writing under the Hand of the Secretary of the Admiralty approve of; and in case the Company shall neglect to exhibit and keep either of such Lights burning as aforesaid they shall forfeit and pay for every such Neglect the Sum of Ten Pounds.

Restricting Deviation where Works extend into River Teign.

24. Where the Limits of Deviation extend for the first Three Furlongs into the River *Teign*, the Railway and other Works shall not deviate from the continuous Centre Line of Way marked on the Plan deposited

deposited at the Admiralty without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain and Ireland*, or the Commissioners for executing the Office of Lord High Admiral, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only in such Manner as may be mentioned in any such Consent.

Admiralty may abate unauthorized Deviation.

25. If any Deviation which requires the previous Consent of the said Lord High Admiral or the said Commissioners be made without such Consent, it shall be lawful for the said Lord High Admiral or the said Commissioners to abate every such Deviation or any Part thereof, and the Cost of every such Abatement shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Admiralty may order local Survey at Expense of Company.

26. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom or the Commissioners for executing the Office of Lord High Admiral to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Works affecting tidal Waters abandoned may be removed by Admiralty at Expense of Company.

27. If any Work to be constructed by the Company in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any Work which affects or may affect any such Water or River or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Power to cross certain Roads on the Level.

28. Subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," contained, in reference to the crossing of Roads on the Level, it shall be lawful for the Company in the Construction of the Railway authorized by this Act to carry the same with a double Line of Railway

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

No. on Plan.	Parish.	Description of Road.
20	Teigngrace - -	Turnpike Road.
54 a	Bovey Tracey - -	Public Road.

Provided always, that as regards the Road numbered 20 in *Teigngrace* the Railway may be carried over the same with a single Line of Railway only so long as the Railway remains a single Line, and with a double Line of Railway when the Line is doubled.

Trains not to be shunted over level Crossings.

29. It shall not be lawful for the Company in shunting Trains to pass any Train over any such level Crossing, or to allow any Train, Engine, Carriage, or Truck to stand across any such level Crossing.

Company to erect a Lodge at Points of Crossing, and to abide by Rules, &c. of Board of Trade.

30. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain a Lodge at the Points where the Railway crosses the before-mentioned Roads on the Level, and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect or at all Times maintain any such Lodge, or appoint a proper Person to watch or superintend the Crossing at such Point, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require a Bridge to be erected in lieu of level Crossing.

31. The Board of Trade may (if it shall appear to them to be necessary for the public Safety) at any Time require the Company, within such Time as the Board of Trade shall direct, and at the Expense of the Company, to carry any or either of the before-mentioned Roads either under or over the Railway by means of a Bridge or Arch in lieu of crossing the same on the Level, and to execute such other Works as under the Circumstances of the Case shall appear to the Board of Trade the best adapted for removing or diminishing the Danger arising from any such level Crossing.

Regulating Inclinations of certain Roads.

32. As regards the Roads next herein-after mentioned the Company may make those Roads respectively, when altered for the Purposes of this

this Act, of any Inclinations not steeper than the respective Inclinations herein-after mentioned in connexion with those Roads; (that is to say,)

No. of Road on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
110	Teigngrace - -	Public Road -	1 in 12 on one Side, and level on the other.
4	Bovey Tracey -	Public Road -	1 in 16·5.
5	Bovey Tracey -	Public Road -	1 in 15 on one Side, and level on the other.
16	Bovey Tracey -	Turnpike Road	1 in 17 on one Side, and 1 in 40 on the other.
60	Lustleigh - -	Public Road -	1 in 10 on one Side.
134	Bovey Tracey -	Public Road -	1 in 12 on one Side, and level on the other.
116	Teigngrace - -	Turnpike Road	1 in 20.

Width of Arches for carrying Railway over Roads.

33. In carrying the Railway over the under-mentioned Roads the Company may make the Arches for carrying the Railway over those Roads of such Width as the Company think fit, not being less than the Width herein-after stated; (that is to say,)

No. on Plan.	Parish.	Description of Road.	Width of Arch.
73	Teigngrace - -	Public Road - -	15 Feet.
128	Bovey Tracey - -	Public Road - -	15 Feet.
134	Bovey Tracey - -	Public Road - -	15 Feet.
77	Lustleigh - -	Public Road - -	15 Feet.
46a	Moretonhampstead -	Turnpike Road -	15 Feet.

Width of Roadway over Bridges.

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

No. on Plan.	Parish.	Description of Road.	Width between Fences.
91	Teigngrace - -	Public Road - -	15 Feet.
110	Teigngrace - -	Public Road - -	15 Feet.
5	Bovey Tracey - -	Public Road - -	15 Feet.
4	Bovey Tracey - -	Public Road - -	15 Feet.
26	Bovey Tracey - -	Public Road - -	15 Feet.

Power to alter Engineering Works.

35. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railway may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations

Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, or they may substitute any other Engineering Work not shown on those Plans or Sections instead of a Tunnel, Viaduct, Arch, or Arches as shown thereon, provided that every such Alteration or Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Purchase of Lands for additional Stations, &c.

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

Powers for compulsory Purchases limited.

37. 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.

Period for Completion of Works.

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

Communications with South Devon Railway to be made to the Satisfaction of their Engineer.

39. All Communications between the Railway by this Act authorized and the *South Devon* Railway shall be made and effected at the Expense of the Company in a substantial and workmanlike Manner, by means of Connexion Rails and Points constructed and laid down under the Direction and Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *South Devon* Company, or of some other Person duly authorized by them for that Purpose.

Deposit Money not to be repaid until Line opened or Half of the Capital paid

40. Whereas pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of the Reign of Her present Majesty, Chapter Twenty, a Sum of Eight thousand and four hundred Pounds, being Eight *per Centum* on the Amount of the Estimate of the Railway by this Act authorized, has been deposited with the

up and expended, except on Execution of Bond, &c.

Court of Chancery in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act, the said Sum so deposited as aforesaid, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the Railway, either open the 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 Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened their 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 Sum so deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the Sum so deposited shall have been executed by the Company, with One or more Surety or Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for the Payment to Her Majesty, Her Heirs or Successors, of the Sum so deposited if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest and Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like

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

Tolls.

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

Tonnage on Articles of Merchandise.

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

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

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

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

Class 4. And for every Carriage of whatever Description (not being a Carriage adapted and used for travelling on a Railway, and not weighing

weighing more than One Ton), *per* Mile not exceeding Threepence; and if any such Carriage be conveyed on a Truck or Platform belonging to the Company or to any other Company so working the Railway as aforesaid, an additional Sum *per* Ton *per* Mile not exceeding One Penny Halfpenny; and if propelled by an Engine belonging to the Company or to any other Company so working the Railway, a further Sum *per* Mile not exceeding One Penny Halfpenny; and the Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above One Ton which any such Carriage may weigh:

Tolls for Animals, &c.

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

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

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

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

Tolls for Passengers.

In respect of Passengers conveyed in Carriages upon the Railway, as follows:

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

42. The

Regulations as to the Tolls.

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

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

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

With respect to all Articles except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

Tolls for small Parcels and single Articles of great Weight.

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

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

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

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

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

For any Parcel not exceeding Fifty-six Pounds in Weight, Ninepence;

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

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

For the Carriage of any 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 any Sum not exceeding One Shilling *per* Ton *per* Mile; and if conveyed in or upon a Carriage belonging to the Company or to any other Company from Time to Time working the Railway under any Contract with the Company, an additional Sum *per* Ton *per* Mile not exceeding Fourpence; and if propelled by an Engine belonging

belonging to the Company or to any other Company so working the Railway, a further Sum *per* Ton *per* Mile not exceeding Threepence:

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

Passengers Luggage.

44. 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 in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Maximum Rates of Charge for Passengers.

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

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

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

For every Passenger conveyed in a Third-class Carriage forming Part of a mixed Train the Sum of One Penny Halfpenny *per* Mile.

Maximum Charges for Goods and Animals.

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

For the Matters mentioned under Class 1, Twopence *per* Ton *per* Mile:

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

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

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

For

For everything mentioned under Class 5, Fourpence *per* Mile:
For everything mentioned under Class 6, Twopence *per* Mile:
For everything mentioned under Class 7, One Penny Halfpenny *per* Mile.

Terminal Station.

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

Restriction as to Charges not to apply to Special Trains.

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

Company may take increased Charges by Agreement.

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

Heads of Arrangement (in Schedule) between Companies herein named confirmed.

50. The Heads of Arrangement between the Company and the *South Devon* Company, the *Great Western* Railway Company, the *Bristol and Exeter* Railway Company, and the *Cornwall* Railway Company, which are set forth in the Schedule to this Act, are by this Act confirmed and made binding on all Parties thereto, and all Persons claiming from and under them respectively, and shall have full Effect according to the Terms and Intent thereof.

Payment by South Devon Company of guaranteed Interest on Debenture Debt of Company.

51. The *South Devon* Company from Time to Time may apply a competent Part of their Revenue to the Payment of the Interest guaranteed on the Debenture Debt of the Company to which they may become liable under Article 16 of the before-mentioned Heads of Arrangement: Provided, that the Fulfilment of such Guarantee shall not in any way alter, prejudice, or affect the Rights or Interest of the Holders of any Mortgages, Rentcharges, or other Securities granted by the *South Devon* Company under any previous Act of Parliament, or of any preferential Share or Stock in the Capital of the *South Devon* Company lawfully subsisting at the Time of the passing of this Act.

52. During

As to Tolls while Railway worked by South Devon Railway Company.

52. During the Continuance of the before-mentioned Heads of Arrangement, or of any Agreement to be made in pursuance thereof, the Railway of the Company and the Railway of the *South Devon* Railway Company shall, for the Purposes of Tolls and Charges, be considered as One Railway; and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railway of the Company and partly on the Railway of the *South Devon* Railway 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 each Mile or Fraction of a Mile beyond Four Miles Tolls and Charges as for One Mile only; and in respect of Animals, Minerals, and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond 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, and Goods, or other Matters, partly on the Railway of the Company and partly on the Railway of the *South Devon* Railway Company.

Saving Rights of the Crown.

53. 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 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.

54. This Act or anything herein contained shall not exempt the Railway to which this Act relates from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or the Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges by this Act authorized, or of the Rates for small Parcels hereby authorized.

Expenses of Act.

55. All the Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

The SCHEDULE referred to in the foregoing Act.

HEADS OF ARRANGEMENT between the Moretonhampstead and South Devon Railway Company (herein-after called "The Moreton Company") of the First Part, the South Devon Railway Company (herein-after called "The South Devon Company") of the Second Part, and each of the Great Western Railway Company, the Bristol and Exeter Railway Company, and the Cornwall Railway Company (herein-after called the "Three Companies"), so far, but so far only, as they respectively are interested under the 10th, 11th, 12th, 14th, 15th, 19th, 20th, and 21st Heads, of the Third Part.

1. These Heads to be subject to the Sanction of Parliament.

2. The Moreton Company, at their own Expense, to make and complete the intended Moreton and South Devon Railway from Moretonhampstead to Newton (herein-after called the "New Line"), according to their Act, as a single Line, but with Land and Overbridges for a double Line, with double Line where requisite, and all proper and sufficient Works and Conveniences, including a Junction at Newton with the South Devon Railway, and all to the reasonable Satisfaction of the South Devon Company's Engineer.

3. All Contracts affecting the working of the Line, or involving Conditions or Engagements to be carried out either directly or indirectly by the South Devon Company, are to be made subject to Approval by them.

4. The new Line and Works to be maintained by the Contractor for making the Railway for Twelve Months after Completion to the Satisfaction of the South Devon Company's Engineer.

5. After the new Line is authorized to be open for Public Traffic the South Devon Company at all Times, at their own Expense, to maintain (without prejudice to the Fourth Head), stock, work, and use the new Line so as properly to develop and accommodate the local and general Traffic of the District.

6. If and whenever after the opening of the new Line it shall be required, in consequence of increased Traffic or for the Public Safety, to make Additions to the Stations or Works, such Additions as shall be reasonably required by the South Devon Company's Engineer shall be made at the Expense of the Moreton Company, who shall provide Capital for the Purpose, not exceeding the Amount authorized by their Act.

7. The South Devon Company to pay Taxes, Government Duty, Rates, and other Charges and Outgoings, except Tithe, Tithe Rentcharge, Land Tax, and any Taxes directly chargeable upon Capital.

8. Fifty per Cent. of the gross Receipts for all Traffic conveyed over the new Line to be paid to the South Devon Company for their Expenses of maintaining, managing, and working the Line and Traffic, and the other Fifty per Cent. to be paid to the Moreton Company, subject to the Retentions provided for under the Seventeenth Head.

9. The South Devon Company to allow to the Moreton Company a Rebate of Twenty-five per Cent. upon the South Devon Proportion of Receipts in respect of all Through Traffic conveyed by the South Devon Company to or from any of the Stations on the new Line from or to any Part of the South Devon Main Line, or of the South Devon and Tavistock Line, or of the Torquay Branch of the South Devon Line, or of the Dartmouth and Torbay Line, so long as that Line is worked by the South Devon Company, or from or to any of the Stations to which the South Devon Company shall for the Time book through on the respective Main Lines of the Three Companies, such Rebate being subject to Variation as provided for by the Thirteenth Head.

10. The Three Companies to allow to the Moreton Company a Rebate of Twenty per Cent. on their respective Receipts in respect of all Through Passenger Traffic to or from any of the Stations on the new Line from or to any of the Stations to which the South Devon Company shall for the Time book through on the respective Main Lines of the Three Companies, such Rebate being subject to Variation as provided for by the Twelfth Head.

11. The Station at Newton not to be considered, for the Purposes of the Ninth and Tenth Heads, a Station on the new Line.

12. The Rebate to be granted by the Three Companies under the Tenth Head is to be subject to Variation by rateable Reduction or Discontinuance, from Half Year to Half Year, when and so often as the full Amount of Twenty per Cent. in addition to the Rebate to be granted by the South Devon Company is not required in any Half Year for the Purpose of enabling the Moreton Company to pay a Dividend of Five per Cent. on their paid-up Capital not exceeding One hundred and five thousand Pounds, after Payment of the Interest on their Debenture Debt.

13. The Rebate to be granted by the South Devon Company under the Ninth Head is to continue without Variation, from Half Year to Half Year, until the Moreton Company shall be enabled to pay a Dividend of Five per Cent. on their paid-up Capital not exceeding One hundred and five thousand Pounds, after Payment of Interest on their Debenture Debt; any Overplus beyond the Amount required for the last-mentioned Purposes to be equally divided between the South Devon Company and the Moreton Company.

14. The Rebates to be granted by the Three Companies shall be arranged and settled by them in account with the South Devon Company, and all Amounts receivable by the Moreton Company under these Heads to be paid half-yearly by the South Devon Company.

15. The South Devon Company to keep all proper Accounts and Vouchers, and to afford the Means for proper Inspection and Transcription thereof by the Moreton Company and the Three Companies respectively during Office Hours.

16. The South Devon Company to guarantee the Payment of Interest at a Rate or Rates not exceeding Five per Cent. per Annum on the Debentures, not exceeding Thirty-five thousand Pounds, of the Moreton Company until the Principal be repaid.

17. The South Devon Company to be at liberty to retain and to pay, out of any Monies payable to the Moreton Company, all Interest guaranteed by the South Devon Company under the Sixteenth Head, and all Rentcharges secured on the Property of the Company.

18. The South Devon Company to be at liberty at any Time absolutely to commute the Payments and Allowances to be made to the Moreton Company by substituting for them guaranteed perpetual Annuities of the South Devon Company

Company equal to Five Pounds Five Shillings per Cent. per Annum on the Moreton Company's paid-up Capital, not exceeding One hundred and five thousand Pounds.

19. The Moreton Company, at the Request and Expense of the South Devon Company, to assent to and support such Applications to Parliament as they require for giving full legal Validity to the Commutation and its Incidents and Consequences, and the Three Companies respectively, at the like Request and Expense, to assent to the Applications.

20. All Differences between the Companies or any of them relating to this Arrangement, and all Questions as to the carrying into effect of the Provisions of the same, to be determined by Arbitration under "The Railway Companies Arbitration Act, 1859," by a single Arbitrator, to be (if not agreed on) appointed by the Board of Trade, with ample Powers.

21. A formal Agreement for carrying these Heads into effect to be prepared, on behalf of all Parties, by John Bullar, Esquire, or him failing by Counsel, to be, if not agreed on, appointed by the Board of Trade, with such Details and incidental Provisions as he thinks proper, and with such Modifications as the Companies mutually agree on, and to be executed under Seal, and to be binding on them all.

14 November 1861.

Approved on behalf of the Promoters of the Moretonhampstead and South Devon Railway,

DEVON,
Chairman of the Provisional Directors.

Approved on behalf of the Boards of Directors of the under-mentioned Companies respectively,

THO. WOOLLCOMBE,
Chairman, South Devon Railway Company.
SHELBURNE,
Chairman, Great Western Railway Company.
JAMES W. BULLER,
Chairman, Bristol and Exeter Railway Company.
GEO. SMITH,
Chairman, Cornwall Railway Company.

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