CHAPTER clxxxvi.

An Act to authorise the North Cornwall Railway Company to deviate certain parts of their railway and to construct new railways and for other purposes. A.D. 1894.

[17th August 1894.]

WHEREAS by the North Cornwall Railway Act 1882 (herein-after referred to as "the Act of 1882") the North Cornwall Railway Company (herein-after referred to as "the Company") were authorised to make and maintain railways from Padstow in Cornwall to Wadebridge and Launceston in the same county and to Halwill in Devon forming junctions with the Bodmin and Wadebridge Railway at Wadebridge the Launceston and South Devon line of the Great Western Railway Company at Launceston and the Holsworthy line of the London and South Western Railway Company at Halwill and in connexion therewith the making and maintaining of deviations and improvements in the line of the Bodmin and Wadebridge Railway:

And whereas the Company have constructed and opened for traffic the portion of their railway from Halwill in the county of Devon to Delabole in the county of Cornwall and are constructing a further portion of their railway from Delabole to Wadebridge:

And whereas by the North Cornwall Railway Acts 1885 1888 and 1891 (herein-after referred to as "the Acts of 1885 1888 and 1891") the times limited by the Act of 1882 for the purchase of lands for and the completion of the railway and works between Delabole and Padstow were further extended until the eighteenth day of August one thousand eight hundred and ninety-four and the eighteenth day of August one thousand eight hundred and ninety-six respectively and it is expedient that such periods should be further enlarged and extended in respect of the railway and works between Wadebridge and Padstow as herein-after provided:

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And whereas it will be for public and local advantage that the Company should be enabled to make and maintain the deviation railway herein-after described and to abandon that portion of their undertaking which will be rendered unnecessary by the construction of the deviation railway:

And whereas it is expedient that the lease of the Launceston and Delabole line undertaking set forth in the schedule hereto should be confirmed:

And whereas plans and sections showing the lines and levels of the deviation railway and works authorised by this Act and the lands in or through which the same are intended to be made and plans of the additional lands which the Company are by this Act empowered to acquire and also books of reference to the plans containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Cornwall and are herein-after referred to as the deposited plans sections and books of reference:

And whereas the objects of this Act cannot be effected 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:—

Short title.

1. This Act may be cited as the North Cornwall Railway Act 1894.

Interpretation.

2. In this Act the several words and expressions to which meanings are assigned by the Act of 1882 or by the Acts wholly or partially incorporated therewith have the same respective meanings unless there be something in the subject or context repugnant to such construction.

The expressions "the railway" and "the deviation railway" mean the deviation railway by this Act authorised.

Incorporation of Acts.

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

Extending time for the purchase of lands and completion of works.

4. The powers of the Act of 1882 with respect to the compulsory purchase or taking of lands and buildings for the Railway No. 1 except so much thereof as lies between the points marked 0 mile 1 furlong and 1 mile 4 furlongs respectively on the plans deposited with respect to such railway which former point is in the parish of Padstow and which latter point is in the parish of Saint Issey both in the county of Cornwall shall be and the same are hereby extended and shall continue in force until the eighteenth day of August one thousand eight hundred and ninety-seven.

Extending time for completing railways.

5. The time limited by the Act of 1882 for the construction and completion of the above mentioned railways and works shall be and the same is hereby extended and shall continue in force until the eighteenth day of August one thousand eight hundred and ninety-nine.

Times limited for completing railways.

6. If the railways and works above mentioned shall not be completed within the period limited by this Act then on the expiration of such period the powers by the Acts of 1882 1885 1888 and 1891 and this Act granted to the Company for making and completing such railways and works or otherwise in relation thereto shall cease except as to so much thereof as shall be then completed.

Power to make railway.

7. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the deviation railway and works herein-after described in the county of Cornwall with all proper stations sidings approaches roads works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for the purpose:—

A deviation railway 2 miles 2 furlongs 3 chains and 50 links in length commencing in the parish of Saint Breock by a junction with the Bodmin and Wadebridge line of the London and South Western Railway Company at a point fifty-one yards or thereabouts measured in a north-westerly direction along that railway from the mile post indicating one mile from Wadebridge and terminating in the parish of Egloshayle by a junction with the Railway No. 2 authorised by the Act of 1882 as in course of construction in the field numbered 131 in the said parish of Egloshayle on the said Railway No. 2 on the deposited plans of 1882 at a point twenty yards or thereabouts to the westward of the point marked two miles two furlongs

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on such railway on the deposited plans of 1882 which said deviation railway will be wholly situate in the parishes of Saint Breock and Egloshayle.

Railway to form part of undertaking of Company.

8. The deviation railway and works by this Act authorised shall for the purposes of maximum rates and charges for merchandise including perishable merchandise conveyed by passenger train be part of the railways of the Company as if the same had been part of such railways at the date of the passing of the London and South Western Railway Company (Rates and Charges) Order Confirmation Act 1891 and shall for all other purposes be part of the undertaking of the Company as authorised by the Act of 1882.

Power to Company to acquire additional lands.

9. Subject to the provisions of this Act in addition to the other lands which the Company are by this Act authorised to acquire the Company may enter upon take use and appropriate for the purposes of their undertaking the lands herein-after described or referred to delineated on the deposited plans and described in the deposited books of reference (that is to say) A field in the parish of Saint Kew in the county of Cornwall numbered 1711 on the $\frac{1}{2500}$ Ordnance map of that parish.

Height and span of bridge.

10. The Company may make the arch of the bridge for carrying the railway over the road next herein-after mentioned of any height and span not less than the height and span herein-after mentioned in connexion therewith respectively (that is to say):—

Number on Deposited Plans.	Parish.	Description of Road.	Height.	Span.
15	Egloshayle - -	Public Road -	Feet 15	Feet 25

Widths of certain roadways.

11. 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 herein-after mentioned in connexion therewith respectively (that is to say):

Number on Plan.	Parish.	Description of Roadway.	Width of Roadway.
			Feet.
5	Egloshayle - -	Public Road -	12
51	do. - -	do. -	15

Period for the compulsory purchase of lands.

12. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Power to take easements by agreement.

13. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which other than the parties to the agreement have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Period for completion of works.

14. If the deviation railway and works by this Act authorised are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the deviation railway or otherwise in relation thereto shall cease except as to so much thereof respectively as may then be completed.

Portion of authorised railway to be abandoned.

15. The Company shall abandon the construction of so much of the Railway No. 2 authorised by the Act of 1882 as lies between the commencement thereof and the termination of the intended deviation railway above described and which will be rendered unnecessary by the construction of such deviation railway and on and after the passing of this Act the Company shall abandon the construction of the said portion of railway.

Compensation for damage to land by entry &c. for purposes of portion of railway abandoned.

16. The abandonment by the Company under the authority of this Act of any portion of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or in the Act of 1882.

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Compensation to be made in respect of portion of railway abandoned.

17. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portion of the railway or works authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Restrictions on displacing persons of labouring class.

18.—(1.) The Company shall not under the powers of this Act or under the powers of any former Act revived or extended by this Act purchase or acquire in any city borough or urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December next before the passing of this Act or of the respective former Act by which such purchase or acquisition was originally authorised as the case may be were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(A.) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the respective fifteenth day of December aforesaid or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B.) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2.) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

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(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Local Government Board may dispense with the last mentioned requirement subject to such conditions if any as they may see fit.

(4.) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the Local Government Board out of the High Court.

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom:

Provided that the Court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7.) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which

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capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking:

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of the scheme be appropriated for the purposes of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment Provided also that the local Government Board may at any time dispense with all or any of the requirements of this subsection subject to such conditions if any as they may see fit.

(8.) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(9.) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries by that Board under the Public Health Act 1875.

(10.) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(11.) Any houses on any of the lands shown on the plans deposited in respect of this Act or of any former Act the powers of which are revived or extended by this Act occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons

belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the Local Government Board is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate.

(12.) The expression "labouring class" in this section includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Confirmation of lease.

19. The terms and conditions contained in the indenture of lease dated the twenty-sixth day of July one thousand eight hundred and ninety-four as set forth in the schedule hereto are hereby confirmed and shall be binding upon the companies parties thereto.

Saving for Postmaster-General.

20. Nothing in this Act or in the indenture of lease as set forth in the schedule to this Act shall affect the rights of Her Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company or any part thereof is leased or worked by the London and South Western Railway Company.

Saving the rights of the Duchy of Cornwall.

21. Nothing contained in this Act shall extend to authorise the Company to take use enter upon or interfere with any land soil or water or any rights in respect thereof belonging to Her Majesty Her heirs or successors in right of the Duchy of Cornwall without the consent in writing of some two or more of such regular officers of the said duchy or of such other persons as may be duly authorised under the provisions of the Duchy of Cornwall Management Act 1863 section 39 to exercise all or any of the rights powers privileges and authorities by the said Act exercisable or otherwise for the time being exercisable in relation to the said duchy or belonging to the Duke of Cornwall for the time being without the consent of such Duke testified in writing under the seal of the Duchy of Cornwall first had and obtained for that purpose or to take away diminish alter

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prejudice or affect any property rights profits privileges powers or authorities vested in or enjoyed by Her Majesty Her heirs or successors in right of the Duchy of Cornwall or in or by the Duke of Cornwall for the time being.

Interest not to be paid on calls paid up.

22. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall 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.

23. The Company shall not out of any money by this Act or any Act relating to the Company authorised to be raised pay or deposit any sum 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 authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Acts.

24. Nothing in this Act contained shall exempt any company named in this Act or the railways of such company from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the authorised rates for small parcels.

Costs of Act.

25. All costs charges and expenses of and incident to the preparing and applying for and the obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

SCHEDULE.

THIS INDENTURE made the 26th day of July 1894 between the NORTH CORNWALL RAILWAY COMPANY (herein-after called "the North Cornwall Company") of the one part and the LONDON AND SOUTH WESTERN RAILWAY COMPANY (herein-after called "the South Western Company") of the other part witnesseth that in consideration of the rent hereby reserved and of the covenants herein-after contained and by the South Western Company to be respectively paid observed and performed the North Cornwall Company hereby demises unto the South Western Company all and singular the railway and works known as the Delabole line being so much of the Railway No. 2 authorised by the North Cornwall Railway Act 1882 as lies between the termination near Launceston of the line of the North Cornwall Company known as the Launceston and Halwell line and Delabole Station (including such last mentioned station) which said Launceston and Delabole line constituted a separate undertaking of the North Cornwall Company by the North Cornwall Railway Act 1891 together with all lands belonging to the North Cornwall Company or in which they have any estate or interest in connexion with the said Launceston and Delabole line (other than and except any lands held in connexion therewith which now are or may hereafter become superfluous lands within the meaning of section 127 of the Lands Clauses Consolidation Act 1845 and shall be certified by the engineer of the South Western Company as not being land required for the purposes of the railway) Together also (by way of grant and not of exception) with all stations platforms sidings signals signal posts signal boxes telegraphs bridges buildings erections fixtures roads ways drains waters watercourses fences works conveniences rights privileges and appurtenances to the said Launceston and Delabole line or any part thereof belonging or with the same or any part thereof enjoyed or reputed as part or appurtenant thereto and the sole and exclusive right of fixing tolls rates fares charges for user and other details of management of the said Launceston and Delabole line and other the premises herein comprised and the benefit of all contracts agreements and arrangements having relation to the said Launceston and Delabole line made by the North Cornwall Company with any Company (other than the South Western Company) or any public body authority or person And all powers rights and privileges (except as is herein otherwise expressly provided) vested in the North Cornwall Company in connexion with the said Launceston and Delabole line and other the premises herein comprised excepted and reserved unto the North Cornwall Company the right upon or at any time after the completion and opening for public traffic of any section of the railways authorised by the said North Cornwall Railway Act 1882 which shall lie beyond Delabole Station aforesaid or in immediate connexion with the

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said Launceston and Delabole line to remove the turn-table now erected and being at or near to Delabole Station aforesaid the North Cornwall Company in so doing causing as little interference with the working of the line hereby demised as possible and making good any damage done and refixing the turn-table as when and where the South Western Company requires either at Wadebridge or on any further section of the North Cornwall Railway which the South Western Company may at any time work To hold the said premises unto the South Western Company and their assigns for the term of nine hundred and ninety-nine years from the 1st day of July 1894 subject however to all rights powers and privileges now vested in or now or at any time hereafter exercisable in relation to the said Launceston and Delabole line by adjacent landowners and others as to any mines or minerals lying under or near the said line yielding and paying therefor during the said term inclusive of rebate the yearly rent of eight thousand seven hundred and fifty pounds by equal half-yearly payments on the 1st day of January and the 1st day of July in every year clear of all deductions except landlords property tax and the rent-charges (if any) and all rates and taxes (if any) properly and usually payable by landlords the first of such half-yearly payments to be made on the 1st day of January 1895 And also yielding and paying a proportionate sum for the period (if any) which may happen to elapse between any one of the half-yearly days of payment and the period of the determination of the said term if the same should happen to be determined under the proviso in that behalf hereinafter contained such proportional sum to be payable within four weeks after such determination And the South Western Company hereby covenant with the North Cornwall Company that the South Western Company will during the said term pay to the North Cornwall Company the said yearly rent of eight thousand seven hundred and fifty pounds clear of all deductions except as aforesaid and as from the 1st day of July 1894 will pay and discharge all rates taxes and outgoings of every description except as aforesaid which then or at any time during the continuance of the said term may be charged assessed or imposed in respect of the said Launceston and Delabole line as herein described and usually paid by lessees And also that the South Western Company will during the continuance of the said term maintain renew manage stock work and use the said Launceston and Delabole line and other the premises herein comprised and keep the same in good and efficient repair and working condition and will permit the directors secretary and engineers and other officers of the North Cornwall Company to enter upon and inspect the said premises at all reasonable times and that the South Western Company will during the continuance of the said term employ all such officers and other servants as may be necessary for the proper working and maintenance of the said Launceston and Delabole line and the other the premises herein comprised and will at the expiration or sooner determination of the said term leave the said line and premises in such good and efficient repair and working condition as aforesaid And also that the South Western Railway Company will as from the 1st day of July 1894 duly observe and perform all the duties and obligations imposed on the North Cornwall Company in respect of the working and maintenance of the said Launceston and Delabole line (except as to the obligation of the North Cornwall Company in respect of maintenance for the period of twelve

months from the date of opening of the Launceston and Delabole line) and the other premises herein comprised and all duties and obligations to which the North Cornwall Company may at any time during the said term become subject under the provisions of any Act of Parliament in force with respect to the Launceston and Delabole line and the other premises herein comprised And all duties and obligations (except obligations in respect of capital) of the North Cornwall Company in respect of any contract agreement or arrangement the benefit whereof is comprised herein And that the South Western Company will indemnify the North Cornwall Company against all penalties forfeitures losses damages costs and expenses in respect of or accruing in relation to such duties or obligations as aforesaid in so far as the same are applicable to working and maintenance Provided always that nothing herein contained shall impose upon the South Western Company the obligation of paying any rentcharge subject to which any land expressed to be hereby demised may have been acquired nor any claims by landowners in relation to the acquisition of land nor any compensation or costs payable hereafter in respect of any interest in land which may have been omitted to be acquired nor any obligations in respect of construction or capital expenditure nor the expenses incurred by the North Cornwall Company in keeping the registers and accounts of the Launceston and Delabole line capital and in connexion with the payment and distribution of interest and dividends in respect of such capital Provided further that if the said yearly rent hereby reserved or any part thereof shall remain unpaid for the space of six weeks next after the same ought to be paid as aforesaid whether any formal demand shall have been made or not or if any of the covenants and agreements herein contained on the part of the South Western Company shall not be by them observed performed and kept after reasonable complaint made in respect thereof Then and in such case the North Cornwall Company may re-enter into and upon the premises herein comprised or any part thereof in the name of the whole and thereupon the said term of nine hundred and ninety-nine years shall absolutely cease and determine but without prejudice to any right of action or remedy of the North Cornwall Company in respect of any previous breach of any covenant on the part of the South Western Company herein contained And the North Cornwall Company hereby covenant with the South Western Company that the North Cornwall Company will from time to time pay all sums of money becoming payable in respect of the premises and the liability for which is herein-before excepted from the liabilities undertaken by the South Western Company and will not interrupt impede or disturb the South Western Company in the exclusive user occupation and management maintenance working and carrying on of the said Launceston and Delabole line or the traffic thereof or in connexion therewith And will not do or suffer to be done any act or thing which may prejudicially affect such exclusive user occupation and management of the traffic or diminish the receipts of the said line And also that the South Western Company paying the rent herein-before reserved and observing and performing the several covenants by them herein-before contained may peaceably hold and enjoy the said Launceston and Delabole line and the other premises herein comprised without any interruption of the North Cornwall Company or any person or corporation lawfully claiming through them

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And it is hereby agreed that in case the North Cornwall Company shall desire to sell any land acquired by them in connexion with the construction of the railway hereby demised as superfluous and which shall be so certified as aforesaid the same shall subject to any rights of pre-emption be offered to the South Western Company and the price or consideration to be paid for the same shall in case of difference be determined by a surveyor to be if not agreed upon appointed by the President for the time being of the Institution of Surveyors in London And it is hereby lastly agreed that these presents supersede the agreement of 13th October 1891 and the rent of 8,750*l.* herein-before referred to is to be accepted in substitution for and not in addition to the sums of 4,750*l.* and 4,000*l.* in that agreement mentioned In witness whereof the North Cornwall Company and the South Western Company have caused their respective common seals to be hereunto affixed the day and year first above written.

Sealed with the common seal of the North Cornwall Railway Company in the presence of

ERNEST C. PRICE
Secretary.

L.S.

The common seal of the London and South Western Railway Company affixed hereto in the presence of

FRED. J MACAULAY
Secy.

L.S.

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