ANNO DECIMO QUARTO & DECIMO QUINTO

VICTORIÆ REGINÆ.

Cap. lxxxiii.

An Act for authorizing certain Deviations in the *Taw Vale Extension* Railway, and for other Purposes. [24th *July* 1851.]

WHEREAS by the Act of the First and Second Years of the Queen, Chapter xxvii., certain Persons were incorporated by the Name of the "*Taw Vale* Railway and Dock Company" (in this Act called "the Company"): And whereas the following other Acts (Local) relating to the Company have been passed, to wit, the Acts of the Eighth and Ninth Years of the Queen, Chapter cvii.; of the Ninth and Tenth Years of the Queen, Chapter cccLv.; and of the Tenth and Eleventh Years of the Queen, Chapter cclxxiii.: And whereas those Four Acts are in this Act referred to as the *Taw Vale* Railway Acts: And whereas the following Acts (Local) relating to the *Exeter and Crediton* Railway Company, the *Bristol and Exeter* Railway Company, and the *London and South-western* Railway Company respectively have been passed, to wit, "The *Exeter and Crediton* Railway Act, 1845," and the Acts of the Sixth and Seventh Years of *William* the Fourth, Chapter xxxvi.; of the First and Second Years of the Queen, Chapter xxvi.; of the Third and Fourth Years of the Queen, Chapter xLvii.; of the Fourth and Fifth Years of the Queen, Chapter xLi.; of the Eighth and Ninth Years of the Queen, Chapter cLv.; of the Ninth and Tenth Years of the Queen, Chapter clxxxi.;

CLXXXI.; of the Eleventh and Twelfth Years of the Queen, Chapter XXVIII., Chapter LXXVII., Chapter LXXXII., and Chapter XCV.; of the Fourth and Fifth Years of *William* the Fourth, Chapter LXXXVIII.; of the First Year of the Queen, Chapter LXXI.; of the Second Year of the Queen, Chapter XXVIII.; of the Fourth and Fifth Years of the Queen, Chapter I. and Chapter XXXIX.; of the Seventh and Eighth Years of the Queen, Chapter LXIII. and Chapter LXXXVI.; of the Eighth and Ninth Years of the Queen, Chapter CLXV. and Chapter CLXXXV.; of the Ninth and Tenth Years of the Queen, Chapter CCLII., Chapter CXXXI., Chapter CLXXIV., Chapter CLXXV., Chapter CCCLXX., Chapter CLXXIII., and Chapter CCCXCI.; of the Tenth and Eleventh Years of the Queen, Chapter LXXXVIII., Chapter CXV., Chapter CXLV., Chapter CCXLIX., and Chapter CCXLIV.; of the Eleventh and Twelfth Years of the Queen, Chapter LXXXV., Chapter LXXXVII., Chapter LXXXIX., and Chapter CXXV.; of the Fifty-first Year of *George* the Third, Chapter CXCVI.; of the Tenth and Eleventh Years of the Queen, Chapter CCXCVII.; of the Eighth and Ninth Years of the Queen, Chapter XCIII.; of the Tenth and Eleventh Years of the Queen, Chapter LVII., Chapter LVIII., Chapter XCVI., and Chapter XCVII.; of the Eleventh and Twelfth Years of the Queen, Chapter LXXV.; of the Ninth and Tenth Years of the Queen, Chapter CXXIX.; of the Tenth and Eleventh Years of the Queen, Chapter CCXLIII.; of the Eleventh and Twelfth Years of the Queen, Chapter CLVII.; and of the Twelfth and Thirteenth Years of the Queen, Chapter XXXIII. and Chapter XXXIV.: And whereas by the First of the *Taw Vale* Railway Acts the Company were authorized to make a Railway from *Penhill* to *Barnstaple Bridge*, and a Dock at or near *Penhill* and *Fremington Pill*; and by the Second of those Acts the Powers of the Company to deviate in the Construction of those Works from the centre Line as laid down on the deposited Plans, were extended and enlarged, and those Works are in this Act called the original Works: And whereas by the Third of the *Taw Vale* Railway Acts the Company were authorized to make a Railway from the original Works in the Parish of *Tawstock* to the Town of *Crediton*, and there to form a Junction with the *Exeter and Crediton* Railway, and the Railway by that Act authorized is in this Act called the Extension Railway: And whereas by the Fourth of the *Taw Vale* Railway Acts the Company were authorized to make a Deviation in the Line of the Extension Railway, and an Alteration of the original Works and Branch Railways to the Towns of *South Molton* and *Bideford*: And whereas the original Works have been completed: And whereas the Extension Railway has been begun: And whereas the Period for the compulsory Purchase by the Company of Parts of the Lands required for the Extension Railway is until the Seventh Day of *August* One thousand eight hundred and fifty-one: And whereas the Period for the Completion by the Company of Parts of the Exten-

sion Railway is until the Seventh Day of *August*. One thousand eight hundred and fifty-three: And whereas by the First and Third of the *Taw Vale* Railway Acts the Company were authorized to raise Capital to the aggregate Amount of Five hundred and forty-eight thousand Pounds; (that is to say,) for the original Works Fifteen thousand Pounds in Seven hundred and fifty Shares of Twenty Pounds each, and for the Extension Railway Five hundred and thirty-three thousand Pounds in Twenty-six thousand six hundred and fifty Shares of Twenty Pounds each; and by the Third of those Acts it was enacted that the Seven hundred and fifty Shares should be considered as Shares on which the whole Amount had been paid up: And whereas the Seven hundred and fifty Shares, to the aggregate Amount of Fifteen thousand Pounds, have been created and issued, and are all now held by registered Proprietors thereof, and those Shares are in this Act called "the paid-up Shares:" And whereas the Twenty-six thousand six hundred and fifty Shares have been created, but of those Shares only Twenty-two thousand and forty Shares have been issued, and are in this Act called "the issued Shares," leaving Four thousand six hundred and ten Shares unissued, and those unissued Shares are in this Act called "the unissued Shares:" And whereas the Company have not raised any Money by the Exercise of their Powers of borrowing Money: And whereas it is expedient that the Name of the *Taw Vale* Railway and Dock Company be changed to the Name of the *North Devon* Railway and Dock Company: And whereas it is expedient that such Deviations as by this Act provided in the Line of the Extension Railway be authorized: And whereas it is expedient that such Alterations as by this Act provided in the Levels of the Line of the Extension Railway be authorized: And whereas it is expedient that the Abandonment of such Parts as by this Act provided of the Line of the Extension Railway be authorized: And whereas it is expedient that the Period for the compulsory Purchase of Lands for the Extension Railway be extended: And whereas it is expedient that the Period for the Completion of the Extension Railway be extended: And whereas it is expedient that the Capital of the Company be reduced, and that Provision be made for altering the Amounts of and regulating the Shares in the Capital of the Company, due regard being had to the Amounts paid up and the Rights and Privileges of the Shareholders: And whereas no Shares with any preferential Dividend or Interest, or Right of Priority in the Payment of Interest or Dividend, have been issued by the Company: And whereas the Powers and Provisions of the recited Acts are insufficient for the Purposes of the Company, and it is expedient that further Provision with reference thereto be made: And whereas the *Bristol and Exeter* Railway Company are the Owners of Eighty Shares of Twenty Pounds each in the *Taw Vale* Railway and Dock Company, numbered respectively 13,571 to 13,580 both inclusive, 5,711 to 5,730 both inclusive, 6,676 to 6,680

6,680 both inclusive, 13,521 to 13,530 both inclusive, 5,731 to 5,750 both inclusive, 6,671 to 6,675 both inclusive, 11,236 to 11,245 both inclusive, representing the aggregate Amount of One thousand six hundred Pounds, in respect of which the said *Bristol and Exeter* Railway Company have paid up the Sum of Eight Pounds *per* Share; and a Bill is now depending in Parliament to enable the said *Bristol and Exeter* Railway Company to hold such Shares in its own Name; and it is expedient that the aggregate Amount of such Shares should not be reduced, but that such Eighty Shares of Twenty Pounds each should be converted into One hundred Shares of Sixteen Pounds each: And whereas the *London and South-western* Railway Company are possessed of Seven thousand and eighty Shares in the said *Taw Vale* Railway and Dock Company, the Numbers of which are respectively set forth in the Schedule to this Act annexed, upon Six thousand eight hundred and fifty of which Shares the Sum of Nine Pounds and Ten Shillings *per* Share, and on the remaining Two hundred and thirty of which Shares the Sum of Four Pounds *per* Share, has been paid up by the said *London and South-western* Railway Company: And whereas it is expedient for the Purpose of completing the said Railway that the *London and South-western* Railway Company and the *Bristol and Exeter* Railway Company should be enabled to hold such Shares and to pay the Remainder of the Amount which will become due or payable in respect thereof; and unless the said *London and South-western* Railway Company and the *Bristol and Exeter* Railway Company are so enabled the said *Taw Vale* Railway and Dock cannot be completed: And whereas such Purposes 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; (that is to say,)

Taw Vale Railway Acts and this Act to be construed as One Act.

I. That the *Taw Vale* Railway Acts, so far as the same respectively are in force, and except so far as the Provisions thereof respectively are repealed or altered by this Act, and this Act, shall be construed as One Act, and shall be carried into effect accordingly.

Short Titles.

II. That in citing the *Taw Vale* Railway Acts respectively for any Purpose, it shall be sufficient to use the following Expressions; to wit, as to the First of those Acts, the Expression "The *North Devon* (late *Taw Vale*) Railway and Dock Act, 1838;" as to the Second of those Acts, the Expression "The *North Devon* (late *Taw Vale*) Railway and Dock Act, 1845;" as to the Third of those Acts, the Expression "The *North Devon* (late *Taw Vale*) Railway

Railway and Dock Act, 1846;" and as to the Fourth of those Acts, the Expression "The *North Devon* (late *Taw Vale*) Railway and Dock Act, 1847;" and in citing this Act for any Purpose it shall be sufficient to use the Expression "The *North Devon* Railway and Dock Act, 1851."

Name of Company changed to "The North Devon Railway and Dock Company."

III. That from and after the last Day of the present Session of Parliament the Company by the first-recited Act incorporated shall be no longer called by the Name of the *Taw Vale* Railway and Dock Company, but shall be called, and continue to be incorporated and have Continuance, by the Name of the *North Devon* Railway and Dock Company, and by that Name shall and may keep and have perpetual Succession and a Common Seal, and sue and be sued, and have, hold, retain, use, and exercise all such and the same Lands, Tenements, Hereditaments, Tolls, Sums of Money, Credits, Debts, Duties, Penalties, Contracts, Goods and Chattels, Powers, Authorities, Rights, Privileges, Liberties, Profits, and Advantages which at that Period or any Time thereafter are or have been or shall be, or by or by virtue of any Act passed in the present Session of Parliament may be, purchased by, or contracted with, or granted to, or be vested in, or did or may belong or be due to the *Taw Vale* Railway and Dock Company, or which the *Taw Vale* Railway and Dock Company did or may possess or become entitled to.

Name of Undertaking to be "The North Devon Railway and Dock."

IV. That from and after the last Day of the present Session of Parliament the "*Taw Vale* Railway and Docks," comprising the original Works and the Extension Railway, and the Branches to *South Molton* and *Bideford*, as by the *Taw Vale* Railway Acts and this Act respectively authorized (when such Branches shall have been completed), and generally the whole Railway, Dock, and Undertaking of the *Taw Vale* Railway and Dock Company, and other (if any) the Undertakings, Railways, Dock, and Works which, under the Provisions of any Act of the present or any former Session of Parliament, are or shall be vested in or incorporated with or become the Property of the *Taw Vale* Railway and Dock Company, shall be called the *North Devon* Railway and Dock.

Actions, &c. not to abate, &c.

V. Provided always, That any Action, Suit, Bill, Process, Writ, Indictment, Information, or any other Proceeding, whether civil or criminal, which, before the coming into operation of this Act, shall have been commenced and be then pending, whether at the Suit or Instance of the Company against any other Corporation or against any Person, or at the Suit or Instance of any other Corporation or of any Person against the Company, shall not abate, determine, or be

otherwise impeached or affected for or by reason of the Change of the Name of the Company.

Notices, &c. not to be prejudiced by Change of Name.

VI. That any Notice, Tender, Requisition, Warrant, Summons, Pleading, Civil or Criminal Writ or other Process, Record, Deed, Contract, Agreement, Writing, Instrument, Document, or Matter that shall have been or shall be made, issued, written, or commenced, shall not be deemed to be vacated, discharged, invalidated, prejudiced, or affected by reason of the Company being therein called by the Name of the *Taw Vale* Railway and Dock Company, or by reason of the Undertaking, Railway, Dock, and Works of the Company being called by the Name of the *Taw Vale* Railway and Dock, or by any other Name by which the Undertaking, Railway, Dock, and Works of the Company, or any of them, or any Part thereof, may be called in any Act of the present or any former Session.

Averment of Name of Company sufficient.

VII. That it shall not be necessary in any Bill, Suit, Indictment, Information, Notice, Tender, Requisition, Warrant, Summons, Pleading, Civil or Criminal Writ or other Process, or in any Record, Deed, Contract, Agreement, Writing or other Instrument, Document or Matter, to aver that the Company had been called or known from the Time of the passing of the first-recited Act until the Time of the coming into operation of this Act by the Name of the *Taw Vale* Railway and Dock Company, or that the Undertaking, Railways, Dock, and Works of the Company had been called or known within that Period by the Name of the *Taw Vale* Railway and Dock, or by any other Name, and that by this Act the Names of the Company and of the Undertaking, Railway, Dock, and Works of the Company were changed, as by this Act appearing, and that after the coming into operation of this Act the Company hath been called and known by the Name of the *North Devon* Railway and Dock Company, and such several Undertaking, Railway, Dock, and Works by the Name of the *North Devon* Railway and Dock; but it shall be and be deemed true, lawful, and sufficient therein to aver the Style and describe the Company by the Name of the *North Devon* Railway and Dock Company, and the Undertaking, Railway, Dock, and Works of the Company by the Name of the *North Devon* Railway and Dock, in the same Manner as if the Company in and by the First *Taw Vale* Railway Act had been originally incorporated, called, or known by the Name of the *North Devon* Railway and Dock Company, and as if the Undertaking, Railway, Dock, and Works had been originally called or known by the Name of the *North Devon* Railway and Dock.

Provisions of Taw Vale Railway Acts

VIII. That all the Powers, Provisions, Matters, and Things contained in the *Taw Vale* Railway Acts, or any of them, with regard to the

the Use of the Railway, Dock, and Works by those Acts authorized, and to the demanding, levying, and recovering of Tolls, Rates, and Charges in respect thereof, and to the raising of Money by Shares, Mortgage, or otherwise, and to the Shares created under the Powers thereof, and all other the Powers, Provisions, Matters, and Things contained in the *Taw Vale* Railway Acts, or any of them, (except such of them as by this Act or any other Act are repealed, altered, or otherwise provided for, or as have expired by Effluxion of Time,) shall extend to this Act, and to the Use and Protection of the Railway, Dock, and Works by this Act authorized to be made and maintained, and to the demanding, levying, and recovering of Tolls, Rates, and Charges in respect thereof, and to the Money to be raised by Shares and Mortgage, or otherwise, for the same, and to the Shares to be created under this Act, and generally shall operate and be in force in reference thereto, as fully and effectually as if those Powers, Provisions, Matters, and Things were repeated and re-enacted in this Act, and had specific Reference thereto.

extended to this Act.

IX. Whereas Plans and Sections of the intended Deviations and Alterations of Levels, showing the Lines and Levels thereof, and also Books of Reference, containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands through and in which the same are intended to pass and be made, have been deposited with the Clerk of the Peace for the County of *Devon*: Be it enacted, That, subject to the Provisions of this Act, but without Prejudice to the Powers of Deviation and Alteration in the *Taw Vale* Railway Acts or any of them contained, the Company may make and maintain the intended Deviations and Alterations in the Lines and in and upon the Lands delineated on those Plans, and described in those Books of Reference, and according to the Levels defined in those Sections, and may enter upon, take, and use such of those Lands as shall be necessary for the Purpose.

Power to make Deviations and Alterations.

X. That the Works by this Act authorized shall comprise the following Works; to wit,

Works authorized by this Act.

First, the *Presbury* Deviation, being a Deviation in the authorized Line of the Extension Railway, commencing by a Junction therewith at or near *Umberleigh Bridge* in the County of *Devon*, in a Field numbered 11 as to the Parish of *Chittlehampton* in that County in the original Plans of the authorized Line deposited with the Clerk of the Peace for that County, and passing thence from, in, through, or into the several Parishes, Townships, Hamlets, Vills, extra-parochial and other Places of *Chittlehampton*, *Chittenham-holt*, *Warkleigh*, *High Bickington*, *Burrington*, and *Chulmleigh*, all in that County, some or One of them, and terminating

terminating by a Junction with that authorized Line of Railway, at or near the Junction of the *Barnstaple* and *South Molton* Turnpike Roads and *Newnham Bridge*, in the Parish of *Chulmleigh* in that County, in an Orchard numbered 9 as to that Parish on those deposited Plans;

Secondly, the *Eggesford* Deviation, being a Deviation in the authorized Line of the Extension Railway, commencing by a Junction therewith in a Field situate near to *Chawleigh Week* Mills, in the Parish of *Chawleigh*, in that County, numbered 8 as to that Parish on those deposited Plans, passing thence from, in, through, or into the several Parishes, Townships, Vills, extra-parochial and other Places of *Chawleigh*, *Chulmleigh*, *Ring's Ash* otherwise *Ashreigny*, *Wembworthy*, and *Eggesford*, or some or One of them, all in that County, and terminating by a Junction with that authorized Line of Railway in a Field the Property and in the Possession of the Honourable *Newton Fellowes*, numbered 67 as to the Parish of *Chawleigh* on those deposited Plans;

Thirdly, the *Nymet Rowland* Deviation, being a Deviation in the authorized Line of the Extension Railway, commencing by a Junction therewith in a Field the Property of the Honourable *Newton Fellowes*, and now or late in the Occupation of *William Sanders*, numbered 119 as to the Parish of *Chawleigh* on those deposited Plans, passing thence from, in, through, or into the several Parishes, Townships, Vills, extra-parochial and other Places of *Chawleigh*, *Coldridge* otherwise *Coleridge*, *Nymet Rowland*, and *Lapford*, or some of them, all in that County, and terminating by a Junction with that authorized Line of Railway in a Field the Property of the Reverend *Thomas Rutherford Dickinson*, now or late in the Occupation of *George Down*, situate near to the Boundary which divides the Parish of *Nymet Rowland* from the Parish of *Lapford*, and numbered 31 as to the Parish of *Nymet Rowland* on those deposited Plans;

Fourthly, an Alteration in the Levels of so much of the authorized Line of the Extension Railway as lies between a Field numbered 9 as to the Parish of *Chulmleigh* on those deposited Plans, and a Field numbered thereon 69 as to that Parish, and commencing at or near to a Point Twelve Miles Four Furlongs and Five Chains, and terminating at or near a Point Thirteen Miles and Six Furlongs, as marked on those Plans and the Sections deposited therewith;

Fifthly, another Alteration in the Levels of so much of the authorized Line of the Extension Railway as lies between a Field numbered 67 as to the Parish of *Chawleigh* on those deposited Plans, and a Field numbered thereon 97A as to that Parish,

Parish, and commencing at a Point Sixteen Miles Seven Furlongs and Five Chains, and terminating at a Point Eighteen Miles and Three Furlongs, on those deposited Plans and Sections;

Sixthly, another Alteration in the Levels of so much of the authorized Line of the Extension Railway as lies between a Field numbered 31 as to the Parish of *Nymet Rowland* on those deposited Plans, and a Field numbered thereon 51 as to the Parish of *Down Saint Mary*, commencing at or near a Point Twenty Miles and Seven Chains, and terminating at or near a Point Twenty-two Miles and Seven Furlongs, as marked on those deposited Plans and Sections;

Seventhly, another Alteration in the Levels of so much of the authorized Line of the Extension Railway as lies between a Field numbered 23 as to the Parish of *Down Saint Mary* on those deposited Plans, and a Field numbered thereon 88 as to the Parish of *Crediton*, commencing at or near a Point Twenty-four Miles Two Furlongs and Seven Chains, and terminating at or near a Point Twenty-nine Miles and Three Furlongs, as marked on those deposited Plans and Sections.

Power to Company to abandon certain Works authorized by Taw Vale Railway Acts.

XI. That the Company shall abandon such Parts of the Works by the *Taw Vale* Railway Acts or any of them authorized as by reason of the several Deviations and Alterations by this Act authorized are rendered unnecessary; and all the Powers, Authorities, and Privileges by those Acts or any of them created for or with reference to the making and maintaining of the Works so to be abandoned, shall, from and after the making of the Deviations and Alterations, and so far as regards the Works abandoned, cease.

Compensation to be made when Contracts have been entered into or Notices given.

XII. That in any Case when before the passing of this Act any Contract hath been entered into or Notice given by the Company for purchasing any Lands which the Company were by the *Taw Vale* Railway Acts or any of them empowered to purchase, for the Purpose of constructing the Parts of the said Works so authorized to be abandoned as aforesaid, the Company shall make to the Owners or Occupiers of or other Persons interested in such Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, or other Parties by reason of such Purchase not being completed pursuant to such Contract or Notice, and the Amount and Application of such Compensation shall be determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided always, that the Authority hereby given for abandoning the aforesaid Parts of the said Works shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were so empowered to purchase as aforesaid to receive from the Company Compensation

for any Damage that may have been occasioned by the Entry of the Company upon such Lands for the Purpose of surveying and taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of the Railway, pursuant to the Provisions for that Purpose in the said Lands Clauses Consolidation Act contained.

Period for compulsory Purchase of Lands for Extension Railway limited.

XIII. That the Powers of the Company for the compulsory Purchase of Lands for the Purposes of the Extension Railway and the Works thereof, and the Works by this Act authorized, may be exercised within, but shall not be exercised after, the Expiration of Three Years from the passing of this Act.

Period for Completion of Extension Railway.

XIV. That the Extension Railway and the Works thereof, and the Works by this Act authorized, may and shall be completed within Four Years from the passing of this Act, and on the Expiration of that Period the Powers of the Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

As to Level Crossings on Extension Railway.

XV. That, subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," contained in reference to the crossing of Roads on the Level, the Company may, on the Construction of the Extension Railway, carry the same on the Level across Two several Highways, both in the Parish of *Crediton* in the County of *Devon*, and which in the Plans and Books of Reference of the Extension Railway, deposited as in the Third of the *Taw Vale* Railway Acts mentioned, are respectively distinguished by the numbers 11 and 50 in that Parish.

Company to erect a Station or Lodge at Level Crossings, and abide by Rules, &c. of Commissioners of Railways.

XVI. That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Point where the Extension Railway will cross the said Roads, or either of them, on the Level; and the Company shall be subject to and abide by all such Rules and Regulations with regard to the crossing of both the before-mentioned Roads on the Level, and with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Commissioners of Railways; and if the Company shall fail to erect or at all Times to maintain such Station or Lodge, or to appoint a proper Person to watch or superintend the Crossing at such Lodge or Station, 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.

XVII. That

Railway Commissioners may require Bridges to be erected instead of Level Crossings.

XVII. That the Commissioners of Railways may, if it shall appear to them to be necessary for the public Safety, at any Time after the Extension Railway shall have been completed and opened for public Traffic, require the Company, within such Time as the said Commissioners shall direct, and at the Expense of the Company, to carry the before-mentioned Roads or either of them either under or over the Extension Railway by means of a Bridge or Arch, in lieu of crossing the same on the Level, or to execute such other Works as under the Circumstances of the Case shall appear to the said Commissioners the best adapted for removing or diminishing the Danger arising from such Level Crossing: Provided always, that when the said Roads or either of them shall be so carried either under or over the Extension Railway, it shall not be necessary for the Company to erect or maintain any Station or Lodge at the Point where such Road was intended to be crossed on the Level, nor to appoint any Person to watch or superintend the Crossing thereat, nor shall they be liable to any of the aforesaid Penalties for Failure so to do.

Tolls on Extension Railway.

XVIII. That the Company may from Time to Time demand and receive, for and in respect of the Extension Railway as authorized by this Act, the same Tolls and Charges as are by the *Taw Vale* Railway Acts, or any of them, authorized to be demanded and received for and in respect of the Extension Railway as by those Acts or any of them authorized, and those Tolls and Charges may from Time to Time be demanded and taken by the Company for and with respect to such Part as for the Time being is open for public Traffic of the Railway, and notwithstanding any other Parts thereof are not completed or commenced.

Maximum of Tolls not increased.

XIX. Provided always, That the maximum Tolls and Charges to be demanded and received by the Company in respect of the Extension Railway as by this Act authorized, or any Part thereof, shall not in any Case exceed the maximum Tolls and Charges by the *Taw Vale* Railway Acts or any of them authorized.

Reduction of Capital of 533,000*l.* to 426,400*l.*

XX. And whereas the estimated Expense of constructing the Extension Railway and the Works thereof, with the Deviations and Alterations by this Act authorized, is Four hundred and twenty-six thousand four hundred Pounds: Be it therefore enacted, That of the Capital of Five hundred and thirty-three thousand Pounds, by the Third of the *Taw Vale* Railway Acts authorized to be raised, not more than Four hundred and twenty-six thousand four hundred Pounds shall be raised.

26,650 Twenty Pound Shares re-

XXI. That from the passing of this Act the Amount of every one of the Twenty-six thousand six hundred and fifty Shares created as in this

duced to Sixteen Pounds each.

this Act recited shall be reduced from Twenty Pounds to Sixteen Pounds.

Provisions as to Alteration of Shares.

XXII. That the Directors, with the Consent of a Special General Meeting, may from Time to Time exercise, with respect to any of the Twenty-six thousand six hundred and fifty Shares, any of the following Powers:—

First, they may convert the paid-up Shares, and any other Shares, whether for the Time being issued or not, and whether for the Time being fully paid up or not, into new Shares of any different Amounts;

Secondly, they may make any Classification of Shares, whether for the Time being issued or not, and whether for the Time being fully paid up or not;

Thirdly, they may attach to any Shares which for the Time being they have Power to issue any preferential Dividend or Interest or Bonus payable out of Profits, not exceeding the Rate of Six Pounds *per Centum per Annum*;

Fourthly, they may issue all or any of the unissued Shares, and all or any Shares already or hereafter forfeited, and respectively whether or not converted into Shares of different Amounts, and whether or not classified, and whether or not with any preferential Dividend or Interest or Bonus payable out of Profits, at such Times and to such Persons as they think fit;

Fifthly, they may convert any Shares for the Time being fully paid up into transferable Stock, so as the aggregate Amount of the transferable Stock do not exceed the aggregate Amount of such converted Shares;

Sixthly, they may, with the Consent of the Holders of any Shares, accept Surrenders of the same, and issue new Shares in lieu thereof, so as the aggregate Amount of the new Shares do not exceed the aggregate Amount of the surrendered Shares.

Directors not to attach preferential Dividends to Shares without Authority of Shareholders.

XXIII. Provided always, That the Directors shall not attach to any Shares any preferential Dividend or Interest or Bonus payable out of Profits, except with the Authority of not less than Three Fifths of the Votes in respect of the registered Shares to be affected by such Preference of the Holders of those Shares present, personally or by Proxy, at a General Meeting.

16*l.* Shares, when 11*l.* paid up, may be divided into Half Shares deferred and guaranteed.

XXIV. That, within such Period as shall be from Time to Time fixed by the Directors, any Shareholder who for the Time being has paid up the Sum of Eleven Pounds on any One of the Twenty-six thousand six hundred and fifty Shares of Sixteen Pounds each may require that Share to be converted into Two Half Shares, whereof One shall be deemed fully paid up to the Extent of Eight Pounds, and

shall be denominated "Half Share A. deferred," and the other shall be deemed paid up to the Extent of Three Pounds, and shall be denominated "Half Share B. guaranteed;" and the Half Shares shall thereupon be registered, and Certificates issued accordingly.

Holders of Half Shares guaranteed to pay up to 8*l.*

XXV. That the Holder of every "Half Share B. guaranteed" shall be liable to the Payment in respect thereof of such a Sum as with the Amount for the Time being paid or deemed paid thereon makes up the Sum of Eight Pounds.

Dividend on whole Share to be paid as to a fixed Portion on guaranteed Half Share, and as to Residue on deferred Half Share.

XXVI. That after the Division into Two such Half Shares of a Sixteen Pound Share the whole of the Dividends which would in every Year have accrued thereon shall be applied in or towards Payment in the first place of a Dividend, after such Rate as the Company may determine on the Amount for the Time being paid up, or to be deemed paid up, on the "Half Share B. guaranteed;" and the Remainder, if any, shall be paid, and shall alone be payable, as a Dividend on the "Half Share A. deferred."

Dividends on Two Half Shares not to exceed Dividend on wholeShare.

XXVII. Provided always, That the Company shall not pay any other or greater Amount of Dividend upon the Two Half Shares than would for the Time being be payable on the Sixteen Pounds Share if it remained undivided.

Half Shares to be liable with ordinary Shares to Preference of other Shares.

XXVIII. Provided always, That if any preferential Interest or Dividend or Bonus out of Profits be attached to any Shares, the Half Shares, whether guaranteed or deferred, shall be subject and liable, equally with the ordinary Shares in the Company, to such preferential Interest or Dividend or Bonus out of Profits.

New Shares and Half Shares to vest in Proprietors of old Shares converted or surrendered.

XXIX. That the new Shares into which other Shares are converted, or which are issued in lieu of surrendered Shares, and the Half Shares into which whole Shares are converted, shall be respectively vested in the several Corporations and Persons who were the respective Holders of the Shares converted or surrendered, and their respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sums paid on or in respect of the same respectively,

New Shares to vest in Subscribers for same.

XXX. That the unissued Shares, and any Shares to be issued in lieu of any Shares already or hereafter forfeited, or the Shares into which those Shares respectively are converted, shall be respectively vested in the several Corporations and Persons who subscribe for the same respectively, and their respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably

tionably to the Sums by them respectively subscribed for the same respectively.

Proprietors of new Shares and Half Shares to be Proprietors in Company.

XXXI. That all Corporations and Persons respectively, and their respective Successors, Executors, Administrators, and Assigns, being respectively under the Authority of this Act Proprietors of Shares and of Two or more Half Shares respectively, shall accordingly be Proprietors of Shares in the Capital of the Company as beneficially to all Intents (except as by this Act otherwise provided) as Proprietors of Shares of the like nominal Amount by the *Taw Vale* Railway Acts or any of them authorized to be created, and shall accordingly, in respect of such Shares and Half Shares respectively, be entitled and subject to all such Rights, Privileges, Powers, Provisions, Indemnities, Remedies, Penalties, Clauses, Matters, and Things as are respectively contained or expressed in those Acts respectively, so far as the same respectively are now unrepealed and in force, and are not by this Act repealed, altered, or otherwise provided for.

Proprietors of new and Half Shares to be entitled to Dividends, &c. according to Amounts paid up.

XXXII. Provided always, That the Proprietor under this Act of any Share or Half Share shall not be entitled to any further or greater Dividend thereon, or Right, Power, or Privilege with respect thereto, than in respect and to the Extent of the Amount for the Time being actually paid up, or by this Act authorized to be deemed paid up, on or in respect of the same: Provided also, that a Proprietor of One Half Share only shall not be entitled in respect thereof to vote at any General Meeting, or to any of the Rights, Powers, and Privileges of a Shareholder of the Company (except only the Right to receive Dividends on such One Half Share), and a Proprietor of more than One Half Share shall only be entitled in respect of every Two Half Shares held by him to the same Rights, Powers, and Privileges (except as to Dividends) as if he were the Proprietor of One whole Share.

Power to make Calls.

XXXIII. That, subject to the Provisions of this Act, the Company shall, in respect as well of the existing Shares for the Time being not fully paid up as of the new Shares and Half Shares for the Time being not fully paid up, or not to be deemed fully paid up, have all the Powers by the *Taw Vale* Railway Acts or any of them given to the Company for making and enforcing Calls.

Limit of aggregate Calls on Shares.

XXXIV. Provided always, That the total Amount which the Company may call up on all the Shares on which they are by this Act authorized to make Calls shall not exceed the total Amount which, if this Act had not been passed, might have been called up on or in respect of those Shares, or the Shares which those Shares represent.

XXXV. Pro-

Limit of Calls on individual Shares.

XXXV. Provided always, That the total Amount which the Company may call up on any Shares on which they are by this Act authorized to make Calls shall not exceed the Amount which, if this Act had not passed, might have been called up on or in respect of those Shares, or the Shares which those Shares represent.

Limiting Amount of each Call, &c.

XXXVI. Provided always, That Two Pounds Ten Shillings shall be the greatest Amount of any One Call which the Company may make on any Share on which they are by the said recited *Taw Vale* Railway Acts or this Act authorized to make Calls, and Two Months at least shall be the Interval between every Call; and the aggregate Amount of the Calls to be made in any One Year shall not exceed in the whole Six Pounds Ten Shillings; and Twenty-one Days Notice of every Call shall be given in the Manner directed by the First of the *Taw Vale* Railway Acts.

As to Transfers of Shares when any Calls remain unpaid.

XXXVII. That it shall not be lawful for any Shareholder to transfer any Share of any One Class on which all the Calls shall be paid when any Call on any Share of any other Class belonging to the Holder of such first-mentioned Share shall not be paid.

Capital to be applied to the Purposes of this Undertaking only.

XXXVIII. Provided always, That the whole of the said Capital of Four hundred and twenty-six thousand four hundred Pounds, and also of the said Sum of One hundred and forty-seven thousand one hundred Pounds, which the Company are by this Act or the recited *Taw Vale* Railway Acts empowered to raise, shall be applied only for the Purposes of the Undertaking by this Act and the recited *Taw Vale* Railway Acts authorized.

Capital not to be increased.

XXXIX. Provided always, That the Powers by this Act conferred expressly on the Directors shall not enable them to increase the aggregate Capital of the Company, whether for the Time being consisting wholly of Shares, or partly of transferable Stock and partly of Shares, or wholly of transferable Stock, beyond the Amount thereof which, if those Powers had not been conferred on the Directors, would by the *Taw Vale* Railway Acts and this Act be authorized.

Power to borrow on Mortgage any Sum not exceeding 147,100*l.*

XL. That after the whole of the Capital of Four hundred and forty-one thousand four hundred Pounds by this Act authorized is subscribed for, and One Half thereof is paid up, the Company may borrow on Mortgage such Sums, not exceeding with the Five thousand Pounds by the First *Taw Vale* Railway Act authorized to be borrowed the Sum of One hundred and forty-seven thousand one hundred Pounds, as any General Meeting of the Company shall from

from Time to Time authorize, and may secure the Repayment of the Sums so borrowed with Interest by Mortgage as by the Second *Taw Vale* Railway Act authorized.

Power to re-borrow.

XLI. That if after having borrowed any Part of the Money so authorized to be borrowed on Mortgage the Company pay off the same, the Company may again borrow the Amount so paid off, or any Part thereof, and so again from Time to Time; but such Power of reborrowing shall not be exercised without the Authority of a General Meeting of the Company, unless the Money be so reborrowed in order to pay off any existing Mortgage.

Limit of borrowing Powers.

XLII. Provided always, That, except as by this Act provided, the Company shall not, under the Authority of the First and Third *Taw Vale* Railway Acts, borrow any Sum on Mortgage.

Shares held by Bristol and Exeter Railway Company to be fully paid up.

XLIII. That after the passing of this Act the Eighty Shares of Twenty Pounds each, numbered respectively 13,571 to 13,580 both inclusive, 5,711 to 5,730 both inclusive, 6,676 to 6,680 both inclusive, 13,521 to 13,530 both inclusive, 5,731 to 5,750 both inclusive, 6,671 to 6,675 both inclusive, and 11,236 to 11,245 both inclusive, whereof the *Bristol and Exeter* Railway Company are the Owners, shall be converted into One hundred Shares of Sixteen Pounds each, in respect whereof it shall be considered that Six Pounds Eight Shillings *per* Share has been paid up, and the said *Bristol and Exeter* Railway Company shall be liable to pay up in respect of each of such One hundred Shares the further Sum of Nine Pounds Twelve Shillings, and shall pay up such last-mentioned Amount so soon as One Half of the entire Capital of the *Taw Vale* Railway and Dock Company has been paid up.

Power for London and South-western Railway Company to subscribe for Shares in Taw Vale Railway and Dock Company.

XLIV. That the *London and South-western* Railway Company may hold and possess the Seven thousand and eighty Shares in the *Taw Vale* Railway and Dock Company set forth in the Schedule to this Act annexed, and all Powers, Rights, and Privileges appertaining or belonging thereto, and may subscribe towards and become Shareholders in the Undertaking of the *Taw Vale* Railway and Dock Company to any Extent not exceeding, with the Amount already paid up on the said Seven thousand and eighty Shares, the Sum of One hundred and thirteen thousand two hundred and eighty Pounds.

Power for London and South-western Railway

XLV. That the *London and South-western* Railway Company may, by and out of any Monies which they are now authorized to raise by Shares or Mortgage, under the Provisions of any of the Acts

relating

relating to that Company, or out of any of the Monies at their Disposal, pay the said Sum of One hundred and thirteen thousand two hundred and eighty Pounds, or any Part thereof.

Company to pay Amount of their Subscription.

XLVI. That the *London and South-western* Railway Company may from Time to Time, so long as they remain Subscribers to the Undertaking, appoint some One or more Person or Persons (whether or not Shareholders in the *North Devon* Railway and Dock Company), under the Seal of the *London and South-western* Railway Company, or under the Hand of the Chairman for the Time being of the Directors of that Company, to vote on their Behalf at any Meeting of the *North Devon* Railway and Dock Company; and the Person or Persons so appointed shall have the same Right of voting at such Meeting as the *London and South-western* Railway Company.

Nominee of London and South-western Railway Company to vote for them.

XLVII. And for facilitating the Execution of the Works by this Act authorized, be it enacted, That the Company from Time to Time may issue to any Person entitled absolutely in his own Right to any Land, or to any Interest in any Land, from Time to Time purchased by the Company under and for the Purposes of the said recited *Taw Vale* Acts and this Act, and willing to accept the same, and as the Consideration for the Purchase of such Land or Interest, any Shares which the Company are by this Act authorized to issue, so as the aggregate nominal Amount of such Shares do not exceed the Amount of the Consideration to be paid by the Company to such Person for such Purchase; and every Share so issued shall be deemed a Share of which the whole Amount is paid up, and shall entitle the Proprietor thereof to all the Rights and Privileges to which he would be entitled in respect thereof if he had subscribed for the same and duly paid up the Amount thereof.

Shares may be issued in Payment for Land.

XLVIII. And for further facilitating the Execution of the Works by this Act authorized, be it enacted, That the Company from Time to Time may contract with any Company not being a Railway Company or any other incorporated Company, or with any Person, for the Execution by such Company or Person of all or any Part of the Works, for such Consideration, wholly or partly in Money or Shares, or Money's Worth, and immediate or deferred, and absolute or contingent, and otherwise howsoever, as the Company from Time to Time think fit.

Contracts, Leases, &c. for Completion of Railway.

XLIX. And whereas the Company have contracted and agreed with *Thomas Brassey* of *Lowndes Square* in the County of *Middlesex*, Esquire, for the working of the Railway, when finished, for a Term of Seven Years from the Completion and opening thereof: Be it enacted, That the Company, with the Consent of Three Fifths of the Shareholders present,

Company may lease line to Mr. Brassey for Seven Years.

present, in Person or by Proxy, at a Special General Meeting of the Company, may demise and lease to the said *Thomas Brassey*, his Executors and Administrators, for the Term of Seven Years, to be computed from the opening of the Line for Traffic, all or any Part of the Railway, Dock, and other Works, the Property for the Time being of the Company, and all or any of the Tolls, Rates, and Duties which the Company are or may be empowered to raise and levy, and all or any of the Rights, Powers, and Privileges of which the Company are or may be or become possessed, at or under such annual or other Rents, or for or in consideration of such Share of the gross or net Earnings or Profits, or for such other Considerations, and with, under, and subject to such Powers, Provisoes, Stipulations, Conditions, and Agreements, as the Company from Time to Time approve.

Power to Company to grant certain Powers to Lessee.

L. That the Company may, if they think fit, grant to the said *Thomas Brassey*, his Executors and Administrators, during the Continuance of the said Lease, all or any of the Rights, Powers, and Privileges of the Company, with respect to the making, maintaining, using, working, and managing of the demised Premises, and the collecting, recovering, receiving, and enjoying of the Tolls, Rates, Charges, and other Profits which the Company might demand and take in respect thereof.

Provision of 8 & 9 Vict. c. 20. as to leasing Railway extended to this Act.

LI. That, subject to the Provisions of this Act, and according to the Terms and Conditions of the said Lease to be granted under the Authority thereof, the Clauses and Provisions with respect to leasing the Railway of "The Railways Clauses Consolidation Act, 1845," extend to the Provisions and Purposes of this Act, and are incorporated with this Act accordingly.

Power to use the Exeter and Crediton and Bristol and Exeter Railways, with Consent.

LII. That the Company and their Lessee under this Act may from Time to Time, with the Consent in Writing of the *Exeter and Crediton* Railway Company, for the Purposes of the Traffic upon and Use of the Railway, enter, come, and go upon, and use with their Engines and Carriages all or any Part of the *Exeter and Crediton* Railway, and the Stations, Works, and Conveniences whatsoever thereof, and, with the Consent in Writing of the *Bristol and Exeter* Railway Company, all or any Part of the *Bristol and Exeter* Railway, and the Stations, Works, and Conveniences whatsoever thereof, respectively.

Contracts between Companies as to Use of Exeter and Crediton and Bristol and

LIII. That, subject to the Provisions of this Act, the Company and the *Exeter and Crediton* Railway Company and the *Bristol and Exeter* Railway Company, and any Two of them respectively, may from Time to Time enter into such Contracts, Agreements, and Arrangements whatsoever with respect to the Use by the *North Devon* Railway

Railway and Dock Company, and their Lessees for the Time being respectively, of all or any Part of the *Exeter and Crediton* Railway, and all or any Part of the *Bristol and Exeter* Railway, and the Stations, Works, and Conveniences thereof respectively, and the Tolls, Rates, and Charges with respect to Traffic thereon respectively, and for any other Purposes of this Act relating thereto, as the several Companies, Parties to such Contracts, Agreements, and Arrangements respectively, shall from Time to Time mutually agree on; and such Contracts, Agreements, and Arrangements respectively may contain such Covenants, Clauses, Stipulations, and Provisions for the better effecting the Purposes aforesaid as they shall respectively think fit and mutually agree on. Exeter Railways.

LIV. Provided always, That from Time to Time, if and when the Company do not agree with the *Exeter and Crediton* Railway Company on any Matter as to which of those Companies respectively are by this Act authorized to enter into Contracts, Agreements, and Arrangements, then and in every such Case the Company may refer such Matter to the Consideration and Determination of the Commissioners for Railways, and on every such Reference those Commissioners may and shall consider and determine on the same, and make such Order thereon as those Commissioners think just, and every such Order shall be conclusive on those Companies respectively, and be carried into effect according to the Terms and Conditions thereof. In case Companies do not agree, the Matter to be referred to Commissioners of Railways.

LV. Provided always, That the Powers with respect to entering into Contracts, Agreements, and Arrangements by this Act given to the Company, the *Exeter and Crediton* Railway Company, and the *Bristol and Exeter* Railway Company respectively shall not be exercised without the Consent and Authority of Three Fifths of the Shareholders present, either personally or by Proxy, at some General Meeting specially convened for the Purpose, of every Company Party to the same respective Contract, Agreement, or Arrangement. Authority of Shareholders for Contracts by Companies.

LVI. That the Company shall, within Six Months after the passing of this Act, pay to Her Majesty's Paymaster-General the Sum of Three thousand Pounds, provided to be paid by the said recited Act of the Eleventh and Twelfth Years of Queen *Victoria*, Chapter Two hundred and seventy-three, to be applied, under the Direction and at the Discretion of the Lord High Admiral or of the Commissioners for executing the Office of Lord High Admiral, for improving and deepening the Estuary of the *Taw* between the Bar and *Fremington* Dock. Sum to be paid to the Admiralty for improving the Estuary of the Taw.

LVII. That

Interest not to be paid on Calls paid up.

LVII. That the Company shall not after the passing of this Act, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital of the Company: Provided always, that the Company may pay to any Shareholder such Interest or Dividend on Money advanced beyond the Amount of the Calls actually made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

LVIII. That the Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised for the Purposes of such Act or Acts, pay or deposit any Sum of Money which by any Standing Order of either House of Parliament for the Time being 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 Railway or execute any other Work or Undertaking.

Saving Powers of Company.

LIX. That this Act or anything therein contained shall not take away, lessen, or prejudicially affect any of the Powers or Authorities by the recited Acts or any of them granted to or conferred on the *Taw Vale* Company, or the Directors thereof, and by this Act granted to or conferred on the Company or the Directors thereof, except so far as may be expressly altered by this Act.

Railway to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., and 9 & 10 Vict. cc. 57. 105.

LX. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway;* and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways;* and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops;* and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or any succeeding Sessions of Parliament, and for other Purposes in relation to Railways;* and Two other Acts were passed in the Ninth and Tenth Years of the Reign of Her said Majesty, intituled respectively *An Act for regulating the Gauge of Railways*, and *An Act for constituting Commissioners of Railways:* Be it enacted, That nothing in this Act contained shall be held to exempt the *Taw Vale* Railway, by this or the said several recited

recited Acts authorized, or the *Taw Vale* Railway and Dock Company, from the Provisions of the said several Acts respectively, but such Provisions shall be in force, in respect of such *Taw Vale* Railway and Company, so far as the same shall be applicable thereto.

Railway not exempt from Provisions of future General Acts.

LXI. That nothing herein contained shall be deemed or construed to exempt the *Taw Vale* Railway and Works, by the said recited *Taw Vale* Acts and this Act authorized to be made, from the Provisions of any General Act relating to such Acts, or of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by the said recited Acts or this Act.

Saving Rights of the Crown.

LXII. That nothing contained in this Act, or in the Acts herein recited or referred to, shall extend to authorize the Company to purchase, take, or use any Land or Soil, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, or any Two of them, first had and obtained for that Purpose, and which such Commissioners, or any Two of them, are hereby authorized and empowered to give, or to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Expenses of Act.

LXIII. That all the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be paid by the Company.

The SCHEDULE to which this Act refers.

SHARES belonging to the LONDON AND SOUTH-WESTERN RAILWAY COMPANY.

Numbers.			Number of Shares.
From	To		
15,931	22,780	both inclusive	6,850
1,441	1,450	ditto	230
2,886	2,930	ditto	
5,141	5,165	ditto	
6,166	6,170	ditto	
8,316	8,325	ditto	
10,676	10,685	ditto	
10,766	10,775	ditto	
10,786	10,790	ditto	
11,096	11,145	ditto	
11,456	11,485	ditto	
13,816	13,845	ditto	
			7,080

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