ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

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porated into a Company for that Purpose: And whereas it is expedient that the Company hereby incorporated (and herein-after called "the Company") and the *London and South-western* Railway Company and the *North Devon* Railway Company (herein-after referred to as "the Two Companies") should respectively be empowered to enter into such Arrangements as are herein-after mentioned with respect to the Railway and Works by this Act authorized to be constructed: 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; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *Okehampton* Railway Act, 1862."

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

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall (excepting in so far as expressly varied or altered by this Act) be incorporated with and form Part of this Act.

Same Meaning to Words in incorporated Acts as in this Act.

3. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

Incorporation of Company.

4. *Shilston Calmady Hamlyn*, *John Fulford Vicary*, *Alexander Hoyes*, *Christian Budd*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway by this Act authorized, to be called "The *Okehampton* Railway," and for other the Purposes of this Act and for such Purposes shall be incorporated by the Name of "The *Okehampton* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act, and to put this Act in all respects into execution.

Capital and Number and Amount of Shares.

5. The Capital of the Company shall be One hundred and thirty thousand Pounds, and the Number of Shares into which the Capital shall be divided shall be Six thousand five hundred, and the Amount of each Share shall be Twenty Pounds.

6. Five

Calls.

6. Five Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Two Months at the least shall intervene between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon such Share.

Power to borrow on Mortgage.

7. The Company may borrow on Mortgage any Monies, not exceeding in the whole Forty-three thousand Pounds, but no Part thereof shall be borrowed until the whole of the Capital of One hundred and thirty thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up, and until they shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

Arrears may be enforced by Appointment of a Receiver.

8. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on any Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of such Receiver in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Three thousand Pounds in the whole.

Application of Monies.

9. All and every Part of the Money raised under this Act, whether by Shares or by borrowing, shall be applied in carrying out the Purposes of this Act only and for no other Purposes.

Interest not to be paid on Calls paid up.

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

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

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

12. The

First and subsequent General Meetings.

12. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held twice in every Year, in the Months of *February* or *March*, and *August* or *September*, as the Directors may appoint.

Quorum of General Meetings.

13. The Quorum of General Meetings of the Company shall be Ten Shareholders, present personally or by Proxy, holding in the aggregate not less than Ten thousand Pounds in the Capital of the Company.

Number and Qualification of Directors.

14. The Number of the Directors shall be Five, and the Qualification of a Director shall be the Possession in his own Right of Twenty-five Shares in the Capital of the Company.

Quorum of Directors.

15. The Quorum of a Meeting of Directors shall be Three.

First Directors.

16. *Shilston Calmady Hamlyn*, *John Fulford Vicary*, *Alexander Hoyes*, and *George Braginton* shall be the First Directors of the Company.

Election of Directors at First Ordinary Meeting.

17. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders, present personally or by Proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body.

Subsequent Election of Directors.

18. At the First Ordinary Meeting in the Year next after the Year in which such last-mentioned Directors shall have been appointed or elected, the Shareholders, present personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf, and the several Persons elected at any such Meeting, being neither removed nor disqualified, nor having died or resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said last-mentioned Act.

Power to increase Number of Directors.

19. The Company may, by the Vote of any ordinary or extraordinary Meeting, from Time to Time increase the Number of Directors for the Time being, so that the Number of Directors shall at no Time be more than Seven, and also, subject to the Provisions of the Acts incorporated herewith, may determine the Order of Rotation in which such increased Number of Directors shall go out of Office: Provided that, after the

Completion

Completion of the Works by this Act authorized, the Number of the Directors shall be reduced to Five.

Newspapers for Advertisements.

20. The Newspaper for Advertisements shall be any Newspaper published in the County of *Devon* or the City of *Exeter*.

Power to make Railway according to deposited Plans.

21. Subject to the Provisions and Powers of Deviation in this Act and the Acts incorporated herewith contained, the Company may make and maintain the Railway and Works by this Act authorized in the Line and upon the Lands delineated on the deposited Plans and described in the deposited Book of Reference, and according to the Levels defined on the deposited Sections, and may enter upon, take, and use such of those Lands as shall be necessary for such Purpose.

Description of Railway.

22. The Railway and Works by this Act authorized are as follows:

A Railway, with all proper Works, Approaches, Stations, and Conveniences connected therewith, commencing by a Junction with the *North Devon* Railway in or near a Field called "*Waterlade* Meadow," belonging to and in the Occupation of Mrs. *Frances Lee* in the Parish of *Colebrook* in the County of *Devon*, and terminating in the Parish of *Okehampton* in the said County, in or near a Field belonging to *John Chave Luxmore* Esquire, and in the Occupation of *Jane Lacey*, and which Field is on the Northern Side of and adjoining the Turnpike Road leading from the Town of *Okehampton* to *Exeter*.

Power to alter Engineering Works.

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

Inclination of Roads.

24. The Company may make the Inclination of the Ascent and Descent of the following Roads shown on the deposited Plans as follows; (to wit,)

Number on Plan.	Parish.	Description of Roads.	Intended Inclination of Roads.
10	Colebrook - -	Public Road -	1 in 7 on one Side, and level on the other.
15	Colebrook - -	Public Road -	1 in 18.
45	Colebrook - -	Public Road -	1 in 12 on one Side, and 1 in 15 on the other.
49	Colebrook - -	Public Road -	1 in 12 on one Side, and 1 in 26 on the other.
35	North Tawton - -	Parish Road -	1 in 17 on one Side, and level on the other.
66	North Tawton - -	Turnpike Road -	1 in 20 on one Side, and level on the other.
21	Sampford Courtney -	Parish Road -	1 in 16 on one Side, and level on the other.
25	Sampford Courtney -	Parish Road -	1 in 15 on one Side, and level on the other.

Span of certain Bridges.

25. The Company may make the following Bridges shown on the deposited Plans of the following Dimensions; (to wit,)

Number on Plan.	Parish.	Description of Roads.	Proposed Span.
10	Colebrook - -	Public Road -	20 Feet.
15	Colebrook - -	Public Road -	20 Feet.
39	Bow - - -	Public Road -	15 Feet.
35	North Tawton - -	Parish Road -	15 Feet.
66	North Tawton - -	Turnpike Road -	25 Feet.

Width of certain Bridges over Railway.

26. The Width between the Parapets of the Bridges for carrying the Roads next herein-after mentioned over the Railway shall be of Dimensions not less than the respective Dimensions mentioned in connexion with those Roads:

Number on Plan.	Parish.	Description of Roads.	Proposed Width of Roadway between Parapets.
45	Colebrook - -	Parish Road -	15 Feet.
49	Colebrook - -	Parish Road -	15 Feet.
6	Bow - - -	Public Road -	15 Feet.
66	North Tawton - -	Public Road -	15 Feet.
21	Sampford Courtney -	Parish Road -	15 Feet.
25	Sampford Courtney -	Parish Road -	15 Feet.
43	Sampford Courtney -	Parish Road -	15 Feet.
3	Okehampton - -	Parish Road -	12 Feet.

As to Communications

27. The Railway hereby authorized to communicate with the *North Devon* Railway shall communicate therewith at the Point where, according to

to the Plans deposited as in this Act mentioned, such Railway appears to communicate therewith, and at no other Point, without the Consent in Writing of the *North Devon* Railway and Dock Company under their Common Seal, and all Communications between the said Railway hereby authorized and the said *North Devon* Railway shall be effected in a substantial and workmanlike Manner by means of Connexion Rails and Points of the Constructions and laid in the Manner approved of from Time to Time and to the entire Satisfaction of the Engineer for the Time being of the said *North Devon* Railway and Dock Company.

with the North Devon Railway.

28. The Expense of the Communication hereby authorized with the *North Devon* Railway and of all necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting such Communication, and for altering, amending, repairing, and maintaining such Openings, Rails, and Points, and of regulating and adjusting the same, shall be borne and paid by the Company, and all such Communications, Openings, and Works shall not only be in the first instance made and done, but shall also from Time to Time, at the Expense of the Company, be altered, amended, repaired, and maintained to the Satisfaction of the Engineer for the Time being of the said *North Devon* Railway and Dock Company on each Occasion and in such Manner and from and by such Ways and Means as shall not in anywise prejudice or injure the said *North Devon* Railway or impede, obstruct, or interfere with the free, uninterrupted, and safe passing along the same.

Communications with the North Devon Railway to be made at the Expense of the Company.

29. The *North Devon* Railway and Dock Company from Time to Time may erect such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, Switchmen, or other Persons as they may deem necessary for the Prevention of Danger or Obstruction to or Interference with Traffic at and near the Junction between the Railway hereby authorized and the *North Devon* Railway, and the working and Management of all Signals, Works, and Conveniences shall be under the exclusive Management and Regulation of the *North Devon* Railway and Dock Company, and all the Costs and Expenses of erecting and maintaining such Signals, Works, and Conveniences, and the Wages of such Watchmen, Switchmen, and other Persons, shall at the End of every Half Year be repaid by the Company to the *North Devon* Railway and Dock Company, and, in default of such Repayment, the Amount of such Costs, Expenses, and Wages may be recovered from the Company by the *North Devon* Railway and Dock Company in any Court of competent Jurisdiction.

Signals to be erected and maintained, and Persons appointed to prevent Danger at Point of Junction.

30. Notwithstanding anything in this Act contained, it shall not be lawful for the Company, or for any Company or Person under or in execution of this Act, either permanently or temporarily, to enter upon, take,

Company not to take Property of the North

Devon Railway and Dock Company, or interfere with their Railway or Works.

take, or use any of the Land or Property of the said *North Devon* Railway and Dock Company, or which they have Power to take under their Act of Parliament, or to construct any Railway or Branch Railways across the same, either on the Level or otherwise, or in any Manner to alter, vary, or interfere with the said *North Devon* Railway, or any of the Works appertaining thereto, save only for the Purpose of effecting the Junction hereby authorized in manner aforesaid.

Company not to acquire any Ownership in Land of North Devon Railway and Dock Company.

31. Notwithstanding anything in this Act contained, the Company shall not, for the Purpose of forming or maintaining the Communications hereby authorized with the *North Devon* Railway, acquire any Ownership of or in any Land or Property of the *North Devon* Railway and Dock Company, but only an Easement or Right so to form and maintain such Communications upon the Land or Property of the *North Devon* Railway and Dock Company.

Saving the Rights of that Company.

32. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *North Devon* Railway Company otherwise than is herein expressly provided.

Lands for extraordinary Purposes.

33. The Company may purchase by Agreement, for the extraordinary Purposes as defined in "The Railways Clauses Consolidation Act, 1845," any Quantity of Land not exceeding in the whole Three Acres.

Powers for compulsory Purchases limited.

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

Period for Completion of Works.

35. The Railway shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for making the Railway or otherwise in relation thereto shall cease to be exercised except as to so much of the Railway as shall then be completed.

Security for Completion of Railway within Time limited.

36. Whereas pursuant to the Standing Orders of both Houses of Parliament and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, the Sum of Ten thousand five hundred Pounds Bank Three Pounds *per Centum* Annuities, being equal to the Sum of Nine thousand six hundred Pounds Eight *per Centum* upon One hundred and Twenty thousand Pounds, the estimated Cost of the Railway, has been transferred into the Name and with the Privity of the Accountant General of the Court of Chancery in *England*, pursuant to the said Act, in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the Sum of Ten thousand five hundred Pounds so transferred as aforesaid in respect

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

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

Tolls.

37. The Company may demand and take any Tolls for the Use of the Railway not exceeding the following; (that is to say,)

Tonnage on Goods.

In respect of the Tonnage of Goods conveyed on the Railway as follows:

Class 1. For all Coals, Coke, Culm, Charcoal, and Cinders, Compost, Dung, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of Roads or Highways, and all Stones for building, pitching and paving, all Bricks, Tiles, Slates, Clays, Copper, Copper Ore, Tin, Tin Ore, Lead, Lead Ore, Iron, Iron Ore, Antimony, Manganese, and all other Ores, Metals, Minerals, and Semi-metals, and all Descriptions of Wrought Iron, and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile not exceeding One Penny; and if conveyed in Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 2. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Deals, Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile not exceeding One Penny Halfpenny; and if conveyed in Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 3. For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things *per* Ton *per* Mile, not exceeding Twopence; and if conveyed in Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 4. For every Carriage of whatever Description (not being a Carriage adapted and used for travelling on a Railway, and not weighing more than Two Tons) *per* Ton *per* Mile not exceeding Fourpence; and if any such Carriage be conveyed on a Truck or Platform provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny, and the Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons which any such Carriage may weigh:

Tolls for Animals, &c.;

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

Class 5. For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any such Carriage, *per* Mile, not exceeding

exceeding Twopence; and if conveyed in or upon any Carriage provided by the Company, an additional Sum *per* Mile not exceeding One Penny:

Class 6. For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage *per* Mile not exceeding One Penny; and if conveyed in or upon any Carriage provided by the Company, an additional Sum *per* Mile not exceeding One Halfpenny:

Class 7. For every Calf or Pig, Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, *per* Mile not exceeding One Halfpenny; and if conveyed in or upon any Carriage provided by the Company, an additional Sum *per* Mile not exceeding One Farthing:

for Passengers;

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

For every Person conveyed in or upon any such Carriage *per* Mile not exceeding Twopence; and if conveyed in or upon any Carriage provided by the Company, an additional Sum *per* Mile not exceeding One Halfpenny.

for propelling Power.

38. The Toll which the Company may demand for the Use of Engines, for drawing or propelling Carriages on the Railway, shall not exceed One Halfpenny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls by this Act authorized to be taken.

Regulations as to the Tolls.

39. The following Provisions and Regulations shall be applicable to the fixing of such Tolls; (to wit,)

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

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

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

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

With

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

Tolls for small Parcels and single Articles of great Weight.

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

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

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

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

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

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

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

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

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons, but shall not exceed Eight Tons, the Company may demand any Sum not exceeding Sixpence *per* Ton *per* Mile; and if conveyed in or upon a Carriage provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding Fourpence:

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

Passengers Luggage.

40. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight if a First-class Passenger; One hundred Pounds in Weight if a Second-class Passenger; and Sixty Pounds in Weight if a Third-class Passenger, without any Charge being made for the Carriage thereof.

Maximum Rates of Charges for Passengers.

41. The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers upon the Railway, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and every

every other Expense incidental to such Conveyance, shall not exceed the following Sums:

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

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

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

Maximum Charges for Goods and Animals.

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

For the Matters mentioned under Class 1, not exceeding One Penny Halfpenny *per* Ton *per* Mile:

For the Matters mentioned under Class 2, not exceeding Twopence Halfpenny *per* Ton *per* Mile:

For the Matters mentioned under Class 3, not exceeding Threepence Halfpenny *per* Ton *per* Mile:

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

For everything mentioned under Class 5, not exceeding Fourpence *per* Mile:

For everything mentioned under Class 6, not exceeding Twopence *per* Mile:

For everything mentioned under Class 7, not exceeding One Penny *per* Mile.

Definition of Terminal Station.

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

Restriction as to Charges not to apply to Special Trains.

44. The Restriction as to the Charges to be made for Passengers shall not extend to any Special or Extra Train that may be required to be run upon the Railway, but shall apply only to the Ordinary and Express Trains appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway.

Company may take increased Charges by Agreement.

45. Nothing herein contained shall prevent the Company from taking any increased Charges over and above the Charges herein-before limited for the Conveyance of Goods of any Description by Agreement with the Owners of or Persons in charge of such Goods, either by reason of any special Service performed by the Company in relation thereto or in respect to the Conveyance of any Goods other than small Parcels by Passenger Trains.

Power to enter into Traffic Arrangements.

46. The Company on the one Part, and the Two Companies together or separately on the other Part, may from Time to Time enter into and carry into Effect Contracts and Arrangements with respect to the following Purposes, or any of them, and all incidental Matters; (that is to say,)

The Maintenance, working, and using by either of the contracting Companies of all or any Part of the Railway of the Company, and of the Works and Conveniences belonging thereto:

The Regulation, Management, and Transmission by either of the contracting Companies of the Traffic upon the Railway, and the Supply of any Rolling or Working Stock required for such Purposes:

The fixing, Collection, Payment, Division, Appropriation, and Distribution of the Tolls, Rates, Charges, and other Income and Profits between the contracting Companies, arising from the Traffic upon the Railway or any Part thereof:

The Rent, Payments, and Allowances to be made or paid by either of the contracting Companies to the other or others of them by virtue of the Contract.

Duration of Agreement to be approved by Board of Trade, not to affect Persons not Parties thereto.

47. Any such Contract shall not be for more than Ten Years, and no such Contract shall have any Operation until the same shall have been approved by the Board of Trade; and no such Contract as aforesaid shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the Companies Parties thereto shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Contract, be entitled to the Use and Benefit of the Railway, upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been in case no such Contract had been entered into: Provided always, that the said Board shall not approve such Contract without being satisfied that the same has been duly assented to by the Shareholders of the several Companies Parties thereto in Special Meeting assembled for that Purpose in manner herein-after mentioned.

Agreement may be renewed with

48. At the Expiration of any such Contract, the Companies Parties thereto, subject to the Approval of the Board of Trade, may enter into a further

further Contract for all or any of the Purposes aforesaid; provided that before such Companies shall enter into any such further Contract as aforesaid they shall give Notice of their Intention to enter into such Contract by Advertisement in a Form to be approved of by the Board of Trade, inserted once in each of Three successive Weeks in some Newspaper published or circulated in each County in which any Part of the Railway is situated, and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Contract, and desiring to object thereto, may bring such Objections before the Board of Trade, and no such Contract shall be valid at Law or in Equity until the same shall have been approved of by the Board of Trade.

approval of Board of Trade.

49. No such Contract shall have any Operation or Effect unless and until the same shall have been submitted to and approved by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Meeting of each Company Party thereto specially convened with Notice of this Object.

Working Arrangements, &c. not to take effect unless approved of by Shareholders.

50. Such Meeting shall be called by Advertisement inserted once in each of Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper of the County in which the Principal Office of the Company convening the same is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting; and also by a Circular addressed to each Shareholder entitled to vote at Meetings of such Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Meeting how to be convened.

51. During the Continuance of any Agreement entered into under the Authority of this Act, the Railways of the contracting Companies shall for the Purposes of Tolls and Charges be considered One Railway; and in estimating the Amount of Tolls or Charges in respect of Traffic conveyed partly on the Railway of one Company and partly on the Railway of the other Company Parties to the Agreement, for a less Distance than Four Miles Tolls and Charges may only be charged as for Four Miles, and for each Mile or Fraction of a Mile beyond Four Miles as for One Mile only.

During Continuance of Agreement Railway of contracting Companies to be considered Part of Railway.

52. Nothing in this Act contained shall be deemed or construed to exempt the Railway from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force, or which may hereafter pass during the present or any future Session of Parliament, or from any future Revision

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

The Okehampton Railway Act, 1862.

Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges and of the Rates for small Parcels authorized by this Act.

Expenses of Act.

53. The Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall be paid by the Company.

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