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VICTORIÆ REGINÆ.

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and maintained, have been deposited with the Clerk of the Peace for the County of *Devon*, and those Plans, Sections, and Book of Reference are in this Act referred to as the deposited Plans, Sections, and Book of Reference: And whereas it is expedient that the Company be authorized to raise further Monies for the Purposes of this Act: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "The *Okehampton* Railway Act, 1863."

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

2. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railway Clauses Consolidation Act, 1845," shall (save so far as any of the Sections and Provisions of those Acts respectively are by this Act expressly varied or excepted) be respectively incorporated with and form Part of this Act.

Part of 8 & 9 Vict. c. 16. incorporated.

3. The following Provisions of "The Companies Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act; (that is to say,)

With respect to the Distribution of the Capital of the Company into Shares:

With respect to the Transfer or Transmission of Shares:

With respect to the Payment of Subscriptions, and the Means of enforcing the Payment of Calls:

With respect to the Forfeiture of Shares for Nonpayment of Calls:

With respect to the Remedies of the Creditors of the Company against the Shareholders:

With respect to the borrowing of Money by the Company on Mortgage or Bond:

With respect to the Conversion of the borrowed Money into Capital:

With respect to the Consolidation of the Shares into Stock:

With respect to the Provision to be made for affording Access to the Special Act.

Same Meaning to Words, &c. in incorporated Acts as in this Act.

4. The Expression "the Extension Railway" used in this Act means the Railway and Works by this Act authorized to be made; the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute; and the several other Words and Expressions to which by the Acts

Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings unless excluded by the Subject or Context.

Power to make Works according to deposited Plans.

5. Subject to the Provisions and Powers of Deviation in this Act and the Acts incorporated herewith contained, the Company may make and maintain the Extension Railway herein-after described 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 from Time to Time may enter upon, take, and use such of those Lands as shall be necessary for such Purposes.

Works authorized by Act.

6. The Extension Railway and Works by this Act authorized comprise the following; (that is to say,)

A Railway, with all proper Works, Approaches, Stations, and Conveniences connected therewith, commencing in the Parish of *Okehampton* in the County of *Devon*, by a Junction (subject to the Provisions of this Act) with the authorized Line of the *Okehampton* Railway at or near the authorized Termination thereof, and in or near a Field numbered 51 in the said Parish on the Plans referred to in and deposited for the Purposes of "The *Okehampton* Railway Act, 1862," and terminating in the Parish of *Mary Tavy* in the same County by a Junction with the authorized Line of the *Launceston and South Devon* Railway at or near a Point thereon Six Miles Five Furlongs and Three Chains or thereabouts from the Commencement thereof, as shown upon the Plans referred to in and deposited for the Purposes of "The *Launceston and South Devon* Railway Act, 1862," and which Point is in a Moor called *Blackdown Common*, and numbered 89 in the last-mentioned Parish on the last-mentioned Plans.

Power to alter Engineering Works.

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

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 certain Roads.

8. The Company may make the several Roads next herein-after mentioned, when altered for the Purposes of this Act, of any Inclinations not steeper than the respective Inclinations herein-after mentioned in connexion with those Roads:

Number on Deposited Plan.	Parish.	Description of Road.	Intended Inclination of Road.
109	Okehampton -	Turnpike Road - -	1 in 20 on one Side, and level on the other.
152	Sourton -	Parish Road	1 in 15 on one Side, and level on the other.
156	Sourton - -	Parish Road	
21	Bridestow -	Parish Road - - -	1 in 15 on one Side, and level on the other.
24	Lydford - -	Parish Road - - -	1 in 14 on one Side, and level on the other.
42	Lamerton -	Parish Road - - -	1 in 10 on one Side, and level on the other.

Span of certain Bridges under Railway.

9. The Span of the Arches or Girders of the Bridges or Viaducts for carrying the Extension Railway over the Roads next herein-after mentioned may be of the respective Dimensions mentioned in connexion with those Roads:

Number on Plan.	Parish.	Description of Road.	Proposed Span.
109	Okehampton -	Turnpike Road - -	25 Feet.
156	Sourton - -	Parish Road - - -	15 Feet.
21	Bridestow -	Parish Road - - -	15 Feet.
24	Lydford - -	Parish Road - - -	15 Feet.

Width of certain Bridges over Railway

10. The Width between the Parapets of the Bridges or Viaducts for carrying the Roads next herein-after mentioned over the Extension Railway may be of the respective Dimensions mentioned in connexion with those Roads:

Number on Plan.	Parish.	Description of Road.	Proposed Width of Roadway between Parapets.
91	Okehampton -	Parish Road - - -	15 Feet.
175	Okehampton -	Parish Road - - -	15 Feet.
65	Sourton - -	Turnpike Road - -	20 Feet.
42	Lamerton -	Parish Road - - -	15 Feet.

Provisions as to Communication with

11. Notwithstanding anything in this Act contained, the Company shall not lay down or construct the Extension Railway by this Act authorized so

so as to in any Manner interfere with the convenient Construction, Maintenance, and Working of the Railway authorized by "The *Okehampton* Railway Act, 1862," or of the Station, Works, and Conveniences connected therewith at and near its authorized Terminus at *Okehampton*, and the Points at which and the Manner in which the Junction between the Railways and the Line and Level in and upon which the Railway by this Act authorized shall be formed and maintained so as to prevent such Interference as aforesaid shall be agreed on between the principal Engineer of the Company and the principal Engineer of the *London and South-western* Railway Company, or, failing Agreement between them, shall be settled by an Engineer to be appointed by the Board of Trade, on the Application of either of the Companies, and the Railway by this Act authorized shall be constructed and maintained accordingly. authorized Line.

12. Whereas by the Thirty-fourth Section of "The *Launceston and South Devon* Railway Act, 1862," it is enacted, that if at any Time it should be made to appear to the Board of Trade to be requisite for the public Service the *Launceston and South Devon* Railway Company should, on the Requirement of that Board, lay down or permit to be laid down on all or any Part of the Railway thereby authorized an additional Rail or Rails for the Passage of Engines and Carriages adapted to the Narrow Gauge over the same, and that it should be lawful for the said Board to make such Order and Direction relative to the Cost of laying and maintaining such additional Rail or Rails, and the Charges to be made for the Use thereof, as the Circumstances of the Case may require, and in case an additional Rail or additional Rails, adapted to the Narrow Gauge, should, upon the Requirement of the Board of Trade, be laid down on all or any Part of the said Railway, any Company who should have a Line upon the Narrow Gauge connected or communicating therewith should have the Right to run over or use the Railway of the *Launceston and South Devon* Railway Company, or any Part thereof, on Payment of such Consideration (having regard to the Cost of laying down and maintaining such additional Rail or Rails, if the same should be done by that Company), and on such Terms and subject to such Conditions as should be agreed, or as failing such Agreement should, on the Application of the Company having such Right to run over and use the said Railway, be settled and adjusted by the said Board of Trade: And whereas it is expedient that the Junction hereby authorized between the Extension Railway and the *Launceston and South Devon* Railway should be made in such Manner as not to interfere with the Objects aforesaid, or any Requirement or Order which may be made by the Board of Trade in reference thereto under the Powers of the said Act: Be it therefore enacted, That the Communications hereby authorized between the Extension Railway and the *Launceston and South Devon* Railway shall be made and effected in a substantial and workmanlike Manner, by means of Connexion Rails and Points, of the Construction and laid in the As to Communications with Launceston and South Devon Railway.

Manner approved of from Time to Time by and to the reasonable Satisfaction of the Engineer for the Time being of the *Launceston and South Devon* Railway Company.

Communications with the Launceston and South Devon Railway to be made at the Expense of the Company.

13. The Expense of the Communication hereby authorized with the *Launceston and South Devon* Railway, and 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 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 repaired and maintained to the reasonable Satisfaction of the Engineer for the Time being of the *Launceston and South Devon* Railway Company, on each Occasion and in such Manner and Form and by such Ways and Means as shall not in anywise injure the *Launceston and South Devon* Railway, or impede, obstruct, or interfere with the free, uninterrupted, and safe passing along the same.

Signals to be erected, &c. and Persons appointed by the Company to prevent Danger at Point of Junction.

14. The *Launceston and South Devon* Railway 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 *Launceston and South Devon* Railway, and the Working and Management of all Signals, Works, and Conveniences shall be under the exclusive Management and Regulation of the *Launceston and South Devon* Railway 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 *Launceston and South Devon* Railway Company; and in Default of such Repayment, the Amount of such Costs, Expenses, and Wages may be recovered from the Company by the *Launceston and South Devon* Railway Company in any Court of competent Jurisdiction.

Company not to take Property of Launceston and South Devon Railway Company or interfere with their Railway and Works.

15. 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, or use any of the Land or Property which the *Launceston and South Devon* Railway Company have taken, or which they have Power to take under "The *Launceston and South Devon* Railway Act, 1862," and which they require for the Construction of the Railway thereby authorized, except so far as may be requisite for the Purposes of this Act, or in any Manner to alter, vary, or interfere with or impede the Construction of the *Launceston and South Devon* Railway, or any of the

Works

Works appertaining thereto, save only for the Purpose of making and maintaining the Junction hereby authorized, and such Works and Conveniences in connexion therewith as may be necessary for the Use and working of the Railway hereby authorized, or as may be prescribed by the Board of Trade in manner herein-after provided.

Company not to acquire any Ownership in Lands of Launceston and South Devon Railway Company.

16. Notwithstanding anything in this Act contained, the Company shall not, for the Purpose of forming or maintaining the Communication hereby authorized with the *Launceston and South Devon* Railway and the said Works and Conveniences as aforesaid, acquire any Ownership of or in any Land or Property of the *Launceston and South Devon* Railway Company, but only an Easement or Right so to form and maintain such Communication, Works, and Conveniences upon the Land or Property of the *Launceston and South Devon* Railway Company, and the *Launceston and South Devon* Railway Company may and shall grant to the Company in fee an Easement or Right accordingly.

Provision for Reference to Board of Trade in case of Dispute.

17. Provided always, That if any Dispute shall arise under this Act between the Company and the *Launceston and South Devon* Railway Company, or their Engineers, with reference to the Junction hereby authorized, or with reference to the Land and Property which may be requisite for the Construction of the Railway of either Company, or with Reference to any Works and Conveniences at or near the Junction hereby authorized, and which may be proposed by either of the said Companies, the Matters in dispute shall from Time to Time be decided by the Board of Trade, on the Application of either Company, and the Costs of such Arbitrations shall be paid by such One of the Companies or in such Proportions by the Two Companies as the Board of Trade determine; and it shall be lawful for the said Board to make such Order and Direction relative to all or any of such Matters as the Circumstances of the Case may require and as by them shall be deemed expedient.

Saving the Rights of that Company.

18. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *Launceston and South Devon* Railway Company otherwise than is by this Act expressly provided.

Lands for extraordinary Purposes.

19. 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.

20. 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.

21. The

Period for Completion of Works.

21. The Extension 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 same or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as shall then be completed.

Tolls on Extension Railway.

22. The Company may demand and take upon, for, and in respect of the Extension Railway the like Tolls, Rates, and Charges as they are for the Time being authorized to take for and in respect of the Railway by "The *Okehampton* Railway Act, 1862," authorized to be made, and in the same Manner, and with, under, and subject to the same Powers and Provisions in all respects as if the Extension Railway formed Part of the Railway authorized by "The *Okehampton* Railway Act, 1862."

As to short Distances.

23. In estimating the Tolls and Charges to be paid for short Distances in respect of Articles or Persons conveyed over the Extension Railway, and also over the Railway to be constructed under the Powers of the Act of 1862, the Distances traversed shall be reckoned continuously on such Railways as if the Railways were One Railway.

Bond for Completion of Railway.

24. Whereas pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Session of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Twelve thousand eight hundred Pounds has been deposited with the Court of Chancery with respect to the Application to Parliament for this Act, which Sum was Eight *per Centum* on One hundred and sixty thousand Pounds, the Amount of the Estimate of Expense of the Undertaking of the Company for which such Application was made: Therefore, notwithstanding anything contained in the said last-recited Act, the said Sum of Twelve thousand eight hundred Pounds so deposited as aforesaid, or the Interest or Dividends thereof, shall not, except on the Execution and Deposit of such Bond as herein-after expressed, be paid or transferred to or upon the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of that Act, the Survivors or Survivor of them, unless the Company before the Expiration of the Period by this Act limited for the Completion of the Extension Railway either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to One Half of that Capital, and if that Period expire before the Company either have opened the Railway for the public Conveyance of Passengers, or have given the Proof to the Satisfaction of the Board of Trade, the deposited Sum and the Interest and Dividends thereof shall immediately, from and after the Expiration of that Period, be forfeited to Her Majesty, and be paid and transferred

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

Power to raise additional Capital by Shares.

25. The Company may from Time to Time raise (in addition to the Capital which they are now authorized to raise) by the Creation and Issue of new Shares in the Undertaking of the Company of such Amount as will allow the same to be conveniently apportioned or disposed of according to the Resolution of any Ordinary or Extraordinary Meeting of the Company, any further Sum not exceeding One hundred and sixty thousand Pounds for the Purposes of the Extension Railway (and all new Shares to be created under this Act are herein-after comprised under the Name of the "Extension Shares").

Application of divisible Profits of Extension.

26. The Profits of the Extension Railway applicable to Dividend from Time to Time shall be applied in the first instance in Payment of Dividend on the Extension Shares until a Dividend of such Amount (not exceeding Six *per Centum per Annum*) as the Company, with the Sanction of Three Fifths of the Votes of the Shareholders present personally or by proxy at any Extraordinary Meeting convened with Notice of this Purpose, shall attach to those Shares shall have been paid on the total

Amount from Time to Time paid up on those Shares, and (subject thereto and also subject to such (if any) additional Capital for any Purposes of or in connexion with the Extension Railway as Parliament may hereafter sanction) the Residue of those Profits shall fall into and become Part of the general Profits of the Company.

Extension Shares not to participate in general Profits.

27. The Holders of Extension Shares shall not in respect thereof have or be entitled to any Interest or Dividend out of any Profits of the Company except the Profits of the Extension Railway.

For ascertaining divisible Profits.

28. The Company shall keep separate Accounts of all Receipts and Payments from, for, or on account of the Extension Railway, and the Balance of the gross Receipts of the Extension Railway which shall remain, after deducting for Expenses of Working and Management such a Proportion (not exceeding Fifty *per Centum per Annum*) of such gross Receipts as shall be determined by any Meeting of the Company before the Issue of any Extension Shares, and also, after deducting all Interest on borrowed Money for the Time being secured or attaching upon the Extension Railway, and all Rates, Rents, and Taxes payable on or in respect of the Extension Railway shall for the Purposes of this Act be deemed the Profits of the Extension Railway applicable to Dividend.

Qualification of new Shareholders.

29. All new Shares in the Company created under the Powers of this Act shall in proportion to the aggregate nominal Value of such Shares held by the same Person at the same Time confer the like Qualifications and Right of voting as original Shares of the same aggregate nominal Value in the Company would confer.

Disposition of new Shares.

30. All new Shares created under the Powers of this Act may be disposed of in such Manner and to such Persons and on such Terms and Conditions as the Company think fit.

Calls.

31. One Fifth of the total Amount of any Share issued under the Authority of this Act shall be the greatest Amount of any One Call thereon, and Three Months at the least shall be the Interval between successive Calls, and not more than Three Fourths of the Amount of a Share shall be called up in any One Year.

Power to borrow on Mortgage.

32. When the whole of the additional Share Capital of the Company by this Act authorized is subscribed for or taken, and One Half thereof is paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies that the whole of that additional Capital is subscribed for or taken *bonâ fide*, and is held by Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Proof having been given, the Certificate

Certificate of the Justice under that Section shall be sufficient Evidence), the Company from Time to Time may borrow on Mortgage for the Purposes of the Extension Railway (in addition to the Sums which they are now authorized to borrow), on the Security of the Extension Railway and the Tolls and Charges arising therefrom, any Sums not exceeding in the aggregate One Third of that additional Capital.

Arrears may be enforced by Appointment of a Receiver for Mortgagees.

33. The Mortgagees of the Company under this Act may enforce the Payment of the Arrears of Interest, or of Principal and Interest, due on their Mortgages, by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is Ten thousand Pounds.

Application of Sums raised under this Act.

34. All and every Part of the Monies which the Company are by this Act authorized to raise by new Shares or Mortgage shall be applied only to the Purposes of the Extension Railway by this Act authorized.

Enabling the making of Grants of Lands and Hereditaments on the part of the Duchy of Cornwall.

35. And for the Purpose of enabling the Company to obtain an effectual Assurance of such Lands and Hereditaments, shown upon the deposited Plans and Books of Reference, (being Parcel of the Possessions of the Duchy of *Cornwall*,) as are required for the Works of the Company or which the Company shall be required to Purchase: Be it enacted, That it shall be lawful for the Duke of *Cornwall* for the Time being, or for any Three or more of the Council (if any) of such Duke of *Cornwall*, or of the Special Commissioners or other Persons for the Time being having the general Superintendence and Management of the Revenues and Affairs of the said Duchy at any Time hereafter, and from Time to Time as Occasion shall require, by Deed under the Privy Seal of the Duke of *Cornwall*, during such Time as the Duchy of *Cornwall* shall be held separately from the Crown, and while the Duchy of *Cornwall* is not held separately from the Crown, under the Hands and Seals of such Three or more Commissioners or other Persons, in the like Forms (*mutatis mutandis*) as are set forth in the Second Schedule to the Act passed in the Session of Parliament holden in the Seventh and Eighth Years of the Reign of Her present Majesty intituled *An Act to enable the Council of His Royal Highness* Albert Edward *Prince of* Wales *to sell and exchange Lands and enfranchise Copyholds Parcel of the Possessions of the Duchy of* Cornwall; *to purchase other Lands; and for other Purposes*, or in any other Form which may be deemed more convenient, (such Deed to be enrolled by the Keeper for the Time being of the Records of the Duchy of *Cornwall*,) to exercise the like Powers of Sale and Enfranchisement as were by the said last-mentioned Act vested in the Council of His Royal Highness *Albert Edward* Prince of *Wales* and Duke of *Cornwall*; and further, that the Proceeds of any Sale or Enfranchisement made pursuant to this present Act shall from Time to Time be invested and dealt with in like Manner as by the said Act of the Seventh and Eighth Years of Her present Majesty is authorized or directed

7 & 8 Vict. c. 65.

directed with respect to the Proceeds of Sales and Enfranchisements made pursuant to the said last-mentioned Act.

Saving the Rights of the Duchy of Cornwall.

36. Provided always, That nothing contained in this Act, or in the several Acts incorporated herewith or herein mentioned or referred to, shall extend to authorize the Company to take, use, enter upon, or interfere with any Land, Soil, or Water Parcel of the Possessions of the Duchy of *Cornwall*, except so far as the Company shall have previously become entitled under a Purchase or Enfranchisement pursuant to the special Powers of Sale and Enfranchisement herein-before contained, or to take away, diminish, alter, prejudice, or affect any Property, Rights, Profits, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors, in respect of the Duchy of *Cornwall*, or in or by the Duke of *Cornwall* for the Time being.

Interest not to be paid on Calls paid up.

37. The Company shall not, out of any Money by this Act authorized to be raised, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him; provided always, that this Act shall not prevent the Company from paying Interest on Money paid in anticipation of Calls in conformity with "The Companies Clauses Consolidation Act, 1845."

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

38. 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.

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

39. Nothing in this Act contained shall be deemed or construed to exempt the Extension 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 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.

40. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid and discharged by the Company.

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