ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cxiv.

An Act for authorizing the *Okehampton* Railway Company to make certain Deviations from their authorized Lines; and for other Purposes.

[23d *June* 1864.]

WHEREAS by "The *Okehampton* Railway Act, 1862," the *Okehampton* Railway Company (in this Act called "the Company") were incorporated with a Capital of One hundred and thirty thousand Pounds, and Power to borrow not exceeding Forty-three thousand Pounds, and were authorized to make and maintain the *Okehampton* Railway, being a Railway commencing by a Junction with the *North Devon* Railway in the Parish of *Colebrook* in the County of *Devon*, and terminating in the Parish of *Okehampton* in the said County: And whereas by "The *Okehampton* Railway Act, 1863," the Company were authorized to extend their Railway from *Okehampton* to the *Launceston and South Devon* Railway near *Lidford*, and to raise for the Purposes of such Extension Railway, by the Creation and Issue of new Shares, additional Capital not exceeding One hundred and sixty thousand Pounds, and to borrow not exceeding One Third of that additional Capital: And whereas it is expedient that the Company be authorized to make and maintain the Railways by this Act authorized by way of Deviations of their authorized Lines, and to abandon the Construction of such Portions of their authorized Lines as will be rendered unnecessary by such Deviations:

25 & 26 Vict. c. clxv.

26 & 27 Vict. c. cxxix.

Deviations: And whereas Plans and Sections, showing the Lines and Levels of the proposed Railways, together with a Book of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in which the same is to be made 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 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, 1864."

8 & 9 Vict. cc. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," and Part 1. (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," shall (save so far as any of the Sections and Provisions of those Acts and Part respectively are by this Act expressly varied or excepted) be respectively incorporated with and form Part of this Act.

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

3. 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 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 authorized by Act and to take Lands.

4. Subject to the Provisions and Powers of Deviation in this Act and the Acts incorporated herewith contained, the Company may make and maintain the Railways 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.

5. The Railways and Works by this Act authorized comprise the following; (that is to say,)

A Deviation Railway (No. 1.) commencing in the Parish of *Sampford Courtnay*, otherwise *Sampford Courtney*, in the County of *Devon*,

Devon, by a Junction with the Line of Railway authorized by "The *Okehampton* Railway Act, 1862," in a Field numbered 18, in the said Parish on the Plans referred to in that Act, and terminating in the Parish of *Okehampton* in the same County in a Field numbered 1173 on the Tithe Map of the said Parish of *Okehampton*:

A Deviation Railway (No. 2) commencing in the Parish of *Bridestowe* in the County of *Devon* by a Junction with the Line of Railway authorized by "The *Okehampton* Railway Act, 1863," in a Common numbered 70 in the said Parish of *Bridestowe on* the Plans referred to in that Act, and terminating in the said Parish of *Okehampton* by a Junction with Railway No. 1. at the Termination thereof:

And the said Railways and Works shall, for the Purposes of Tolls and Charges, be Part of the Undertaking of the Company.

Railways 1. and 2. to be made as One Line.

6. The Company shall make and maintain the Deviation Railway (No. 2.) as a Continuation of the Deviation Railway (No. 1.), and so that the Two Railways may be conveniently maintained, worked, and used as One continuous Line of Railway.

As to Time of forming Junction with North Devon Railway.

7. The Company, without the Consent in Writing of the *London and South-western* Railway Company (in this Act called the *South-western* Company), shall not, during a Period of Six Calendar Months after the passing of this Act, make the authorized Junction of their Railway with the *North Devon* Railway.

As to Mode of forming Junction with North Devon Railway.

8. If within that Period of Six Calendar Months after the passing of this Act the *North Devon* Dock and Railway Company (in this Act called the *North Devon* Company) as the then Owners of the *North Devon* Railway, or the *South-western* Company as the then Lessees of that Railway, shall on Land owned or acquired by them or either of them construct a Side Line of Railway, to be thereafter maintained by them as Part of the *North Devon* Railway, extending from the authorized Point of Junction between the Railway and the *North Devon* Railway, or from within Fifty Yards thereof to the *Yeoford* Station on the *North Devon* Railway (herein-after called the Side Line), with a Junction at or near the *Yeoford* Station (herein-after called the Station Junction), between that Side Line and the Through or Main Line of the *North Devon* Railway: Then, if the *North Devon* Company or the *South-western* Company in Writing so require, the authorized Junction of the Railway with the *North Devon* Railway shall be made and maintained by the Company, not with that Through or Main Line as prescribed by "The *Okehampton* Railway Act, 1862," but with the Side Line at or near the same Point; and it shall not, after the completing of the Side Line and the Station Junction,

Junction, without the Consent in Writing of the *South-western* Company, be lawful for the Company to form the Junction prescribed by "The *Okehampton* Railway Act, 1862."

As to Alteration of Junction with North Devon Railway.

9. If within that Period of Six Calendar Months after the passing of this Act the *North Devon* Company or the *South-western* Company shall not have formed the Side Line and the Station Junction, the Company may form the Junction between their Railway and the *North Devon* Railway as prescribed by "The *Okehampton* Railway Act, 1862;" but if the *North Devon* Company or the *South-western* Company thereafter form the Side Line and the Station Junction, and in Writing so require, the Company shall proceed forthwith to make a Junction between their Railway and the Side Line at or near the same Point, and in order that the same may be substituted for the then existing Junction, and the *North Devon* Company and *South-western* Company may at any Time after the Expiration of One Calendar Month's Notice in Writing to the Company of their Intention in that Behalf remove the Works of the theretofore existing Junction, and the same shall be thenceforth abandoned.

As to Payment of Expenses by Company to South-western Company.

10. The Company will, upon Demand by the *South-western* Company upon their making the Side Line and the Station Junction, whenever they may be respectively made, pay to that Company One equal Half Part of the Expense of constructing the Side Line and the Station Junction and of the several Matters and Works incident thereto, but not including therein any Payment or Allowance in respect of the Land on which they may be respectively formed.

Sects. 27. to 32. of 25 & 26 Vict. c. clxv. to apply to Junction.

11. Except only as is by this Act otherwise expressly provided, the several Provisions of Sections 27. to 32., both inclusive, of "The *Okehampton* Railway Act, 1862," shall apply to the Junction from Time to Time made and existing for the Purposes of the Railway with the *North Devon* Railway under the Provisions of "The *Okehampton* Railway Act, 1862," or as the same may be required to be made or shall be made under the Provisions of the above Act, and all incidental Signals, Works, Conveniences, and Matters, and the Company and *North Devon* Company respectively in relation thereto, but so that if and when the *South-western* Company are the Owners of the *North Devon* Railway those several Provisions respectively shall apply to them as representing the *North Devon* Company.

Company to make Station at Okehampton.

12. The Company shall make and maintain at the Terminus in the Parish of *Okehampton* of the Deviation Railway (No. 1.) a Station proper and sufficient for Passengers and Goods, with all requisite Buildings, Water Supply, Signals, Yards, Approaches, Works, and Conveniences connected therewith, and the same shall be such as the respective principal Engineers of the Company and the *South-western* Company

Company mutually agree on, or as, failing their Agreement, are determined by the Arbitration of a competent and impartial Person appointed on their or either of their Application by the Board of Trade.

Inclination of certain Roads.

13. 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.
		RAILWAY No. 1.	
3	Sampford Courtenay	Parish Road - -	1 in 16 on the North Side.
10	Sampford Courtenay	Parish Road - -	1 in 20.
19	Sampford Courtenay	Parish Road - -	1 in 15 on the North Side
		RAILWAY No. 2.	
15	Bridestowe - -	Parish Road - -	1 in 16 on the South Side.
22	Sourton - -	Public Road - -	1 in 12 on the North-west Side and level on the other.
43	Sourton - -	Public Road - -	1 in 6 on the North-west Side.
96	Okehampton -	Public Road - -	1 in 8.
98	Okehampton -	Public Road - -	1 in 12 on the North-west Side and level on the other.

Width of certain Bridges over Railway.

14. The Width between the Parapets of the Bridges or Viaducts for carrying the Roads next herein-after mentioned over the Railways 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.
		RAILWAY No. 1.	
3	Sampford Courtenay	Parish Road - -	15 Feet.
10	Sampford Courtenay	Parish Road - -	15 Feet.
14	Okehampton -	Parish Road - -	15 Feet.
43	Okehampton -	Parish Road - -	15 Feet.
		RAILWAY No. 2.	
15	Bridestowe - -	Public Road - -	20 Feet.
123	Sourton - -	Public Road - -	15 Feet.
74	Sourton - -	Public Road - -	12 Feet.
43	Sourton - -	Public Road - -	12 Feet.
77	Okehampton - -	Public Road - -	15 Feet.

Span of certain Bridges under Railway.

15. The Span of the Arches or Girders of the Bridges or Viaducts for carrying the Railways 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.
		RAILWAY No. 1.	
63	Okehampton -	Parish Road - -	15 Feet.
3	Belstone - -	Parish Road - -	15 Feet.
		RAILWAY No. 2.	
95	Sourton - -	Public Road - -	15 Feet.
22	Sourton - -	Public Road - -	15 Feet.
98	Okehampton -	Public Road - -	15 Feet.

Limiting Time for compulsory Purchase of Lands.

16. 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 Two Years from the passing of this Act.

Period for Completion of Works.

17. The Railways shall be completed within Four 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 so much thereof as shall then be completed.

Company to abandon Portions of their authorized Lines.

18. The Company may and shall abandon the making of so much of the Line of Railway by "The Act of 1862" authorized as lies between the Commencement and Termination of the Deviation Railway No. 1., and also so much of the Line of Railway authorized by "The Act of 1863" as lies between the Commencement and Termination of the Deviation Railway No. 2.

Extending Rights and Liabilities under Acts of 1862 and 1863 to Works authorized by Act.

19. Except only as is by this Act otherwise expressly provided, the several Rights, Privileges, Liabilities, and Obligations of the Company and all other Companies and Persons respectively with respect to the several Railways and Works by "The *Okehampton* Railway Act, 1862," and "The *Okehampton* Railway Act, 1863," and this Act respectively authorized, shall be the same or the like as if the Deviation Railways No. 1. and No. 2., and the Works in connexion with the same respectively, had originally been Parts of the Railways and Works by those Acts of 1862 and 1863 respectively authorized, and had by those Acts respectively been substituted for the several Portions of Railway by this Act authorized to be abandoned, and those Portions of Railway respectively had not been originally authorized.

Extending Provisions of

20. The Powers by "The Act of 1862" conferred on the Company and the *London and South-western* Railway Company for entering into

into and carrying into effect Agreements between themselves, and the several Provisions of "The Act of 1862" relative thereto, shall have effect as if the Railway No. 1. by this Act authorized had originally been Part of the Line of Railway by that Act authorized, and as if the Line of Railway by this Act firstly required to be abandoned had not originally been Part of the Line of Railway by the said Act authorized.

Act of 1862 relative to Working Agreements to Railway No. 1.

21. In any Case where before the passing of this Act any Contract has been entered into or Notice given by the Company for purchasing any Lands which the Company were by "The *Okehampton* Railway Act, 1862," and the "*Okehampton* Railway Act, 1863," empowered to purchase for the Purpose of constructing the Portions of Railways so authorized to be abandoned as aforesaid, or either of them, the Company shall make to the Owners or Occupiers of or other Parties interested in such Lands full Compensation for all Injury or Damages 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 Formation of the aforesaid Portions of Railways 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 Lands Clauses Consolidation Act, 1845," contained.

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

22. Nothing contained in this Act, or in any Act or 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, or any Rights in respect thereof, belonging to Her Majesty, Her Heirs or Successors, in right of the Duchy of *Cornwall*, without the Consent in Writing of some Two or more of such of the regular Officers of the said Duchy, or of such other Persons as may be duly authorized under the Provisions of "The Duchy of *Cornwall* Management Act, 1863," Section 39., to exercise all or any of the Rights, Powers, Privileges, and Authorities by the said Act made exerciseable or otherwise for the Time being exercisable in relation to the said Duchy, or belonging to the Duke of *Cornwall* for the Time being, without the Consent of such Duke, testified in Writing under the Seal of the Duchy of *Cornwall*, first had and obtained for that Purpose, or to take away, diminish, alter, prejudice,

Saving the Rights of the Duchy of Cornwall.

prejudice, or affect any Property, Rights, Profits, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors, in right of the Duchy of *Cornwall*, or in or by the Duke of *Cornwall* for the Time being.

Interest not to be paid on Calls.

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

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

24. The Company shall not, out of any Money by any Act authorized to be raised by the Company, 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.

25. Nothing in this Act contained shall be deemed or construed to exempt the Railways 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.

26. 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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