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Cap. cxlix.

An Act for authorizing the *Okehampton* Railway Company to make and maintain Extensions of their Railway to *Bude* in the County of *Cornwall*, and to *Great Torrington* in the County of *Devon*, respectively, and to raise further Monies; and for other Purposes. [29th *June* 1865.]

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

25 & 26 Vict. c. clxv.

26 & 27 Vict. c. cxxix.

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 by "The *Okehampton* Railway Act, 1864," the Company were authorized to make and maintain the Railways by that Act authorized, by way of Deviations of their authorized Lines, and to abandon the Construction of such Portions of their authorized Lines as would be rendered unnecessary by such Deviations: And whereas it is expedient that the Company be authorized to make and maintain the several Lines of Railway by this Act authorized, by way of Extensions of their Railway to *Bude* in the County of *Cornwall*, and *Great Torrington* in the County of *Devon*, respectively: And whereas it is expedient that Working and Traffic and other Arrangements between the Company on the one hand, and the *London and South-western* Railway Company on the other hand, be authorized: And whereas it is expedient that the Company be authorized to raise further Monies for the Purposes of this Act: And whereas Plans and Sections of the intended Lines of Railway, showing the Lines and Levels thereof respectively, and the Lands in which the same are intended to be made, and Books of Reference to the Plans, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited with the respective Clerks of the Peace for the Counties of *Cornwall* and *Devon*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books 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,)

27 & 28 Vict. c. cxiv.

Short Title.

1. This Act may for all Purposes be cited as "The *Okehampton* Railway (Extensions to *Bude* and *Torrington*) Act, 1865."

8 & 9 Vict. cc. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railway Clauses Consolidation Act, 1845," and Part I. (relating to Construction of a Railway) and Part III. (relating to Working Agreements) of "The Railways Clauses Act, 1863," and Part I. (relating to Cancellation and Surrender of Shares), and Part II. (relating to additional Capital), and Part IV. (relating to Change of Name) of "The Companies Clauses Act, 1863," (save so far as any of the Sections and Provisions of those Acts and Parts respectively

respectively are by this Act expressly varied or excepted,) are incorporated with this Act.

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

3. The following Provisions of "The Companies Clauses Consolidation Act, 1845," are incorporated with 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 Shares into Stock:

With respect to the Provision to be made for affording Access to the Special Act by all Parties interested.

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

4. The Expression "the Extension Railways" used in this Act means the several Lines of 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; the Words "Shares" and "Shareholders" include, when requisite, "Stock" and "Stockholders;" 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.

Change of Company's Name.

5. On and after the passing of this Act the Name of the Company, instead of being the Name "The *Okehampton* Railway Company," shall be the Name "The *Devon and Cornwall* Railway Company."

Power to vary Number of Directors.

6. The Company from Time to Time may increase and reduce the Number of the Directors, so that the Number when increased be not more than Ten, or, when reduced, less than Five.

7. The

Power to Company to raise additional Capital.

7. The Company may from Time to Time raise (in addition to the Capital which they are now authorized to raise, and also in addition to the Capital, if any, which, by any other Act, if any, of the present Session of Parliament hereafter passed, they are authorized to raise,) by the Creation and Issue of new Shares in the Undertaking of the Company, any further Sum not exceeding Three hundred and fifty thousand Pounds for the Purposes of the Extension Railways (and all new Shares to be created under this Act are herein-after comprised under the Name of the "Extension Shares").

Shares not to issue until 20 per Cent. is paid up.

8. It shall not be lawful for the Company to issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than Twenty *per Centum* on the nominal Amount of such Share shall have been paid up in respect thereof.

Application of divisible Profits of Extension.

9. The Profits of the Extension Railways 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 Five *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 Railways 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.

10. 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 Railways.

For ascertaining divisible Profits.

11. The Company shall keep separate Accounts of all Receipts and Payments from, for, or on account of the Extension Railways, and the Balance of the gross Receipts of the Extension Railways 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 Railways, and

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all Rates, Rents, and Taxes payable on or in respect of the Extension Railways, shall, for the Purposes of this Act, be deemed the Profits of the Extension Railways applicable to Dividend.

Power to borrow on Mortgage.

12. The Company from Time to Time may borrow on Mortgage, for the Purposes of the Extension Railways, on the Security of the Extension Railways, and the Tolls and Charges arising therefrom, any Sums not exceeding in the whole One hundred and sixteen thousand six hundred Pounds: Provided that the Company shall not borrow on Mortgage any Part of that Sum until the whole of their Capital under this Act is subscribed for or taken, and One Half thereof is actually paid up, and until 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 Shares for the whole of the Capital have been issued, and that One Half of such Capital has been paid up, and that not less than Twenty *per Centum* has been paid on account of each separate Share before or at the Time of the Issue or Acceptance thereof, and that such Shares are *bonâ fide* held by Subscribers or their Assigns, or for which such Subscribers or their Assigns are legally liable, of which Proof having been given the Certificate of the Justice under that Section shall be sufficient Evidence.

Arrears may be enforced by Appointment of a Receiver.

13. The Mortgagees of the Company under this Act may enforce the Payment of the Arrears 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.

14. 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 Railways by this Act authorized.

Powers for compulsory Purchases limited.

15. 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.

Lands for extraordinary Purposes.

16. 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.

Power to make Works authorized ay Act.

17. Subject to the Provisions of this Act, and of the Acts and Parts of Acts incorporated herewith, the Company from Time to Time may make and maintain the several Lines of Railway and Works by this Act authorized in the Lands shown on the deposited Plans and specified in the deposited Books of Reference, and, so far as the Lines and Levels thereof are shown on the deposited Plans and Sections, may make and maintain the same in accordance with the Lines and Levels so shown, and may enter upon, take, use, and appropriate such of the said Lands as may be necessary for the Purpose: Provided that nothing in this Act contained shall authorize the Company to enter upon, take, or use, permanently or for any temporary Purpose, any of the Lands in the Parish of *Stratton* in the County of *Cornwall* distinguished on the deposited Plans and in the deposited Books of Reference by the Numbers 181, 182, 183, 184, 185, 186, 187, and 188, respectively, except so much of the Land numbered 188, and described in the said Books of Reference as the Foreshore of *Bude Haven*, Harbour, and Sands as lies to the North or North-east of the centre Line of the Railway as shown on the deposited Plans, and so much of the said Land as lies within a Distance of Sixty-six Feet in a South or South-westerly Direction from the said centre Line.

Works authorized by Act.

18. The several Lines of Railway and Works by this Act authorized to be made and maintained by the Company comprise the following Railways, with all proper and sufficient Stations, Approaches, Works, and Conveniences connected therewith; (that is to say,)

Railway No. 1., a Railway to commence in the Parish of *Sampford Courtnay* otherwise *Sampford Courtney* in the County of *Devon* by a Junction with the Railway No. 1. authorized by "The *Okehampton* Railway Act, 1864," in a Field called *Western Moor*, and to terminate in the Parish of *Stratton* in the County of *Cornwall*, on the Eastern Side of the Town of *Bude*, in a Parcel of unenclosed Land called *Summer Lease*, otherwise *Summerleaze*:

Railway No. 2., a Railway situate wholly in the said Parish of *Stratton*, to commence on the Eastern Side of the Town of *Bude* by a Junction with the intended Railway No. 1. in the said Parcel of Land called *Summer Lease* otherwise *Summerleaze*, and to terminate at a Point on the Foreshore of *Bude* otherwise *Bude Haven*:

Railway No. 3., a Railway to commence in the Parish of *Meeth* in the County of *Devon* by a Junction with the intended Railway No. 1. in a Field called *Middle Marsh*, adjoining to

and

and on the Northern Side of the River *Torridge*, and to terminate in the Parish of *Great Torrington* in the County of *Devon*, on a Common called *Great Torrington Common*:

Railway No. 4., a Railway situate wholly within the said Parish of *Sampford Courtnay* otherwise *Sampford Courtney*, to commence by a Junction with the Railway No. 1. authorized by "The *Okehampton* Railway Act, 1864," in a Field called *Yonder Moor*, and to terminate by a Junction with the intended Railway No. 1. in a Field called *First Moor*:

And the Railways and Works executed under the Authority of this Act shall form Part of the Undertaking of the Company, and it shall be lawful for the Company to demand and receive such Tolls and Charges in respect of each and every Description of Traffic upon the Extension Railways as they would have been entitled to demand and receive if the same had originally formed Part of the Main Line of the *Okehampton* Railway.

Inclination of certain Roads.

19. 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:

No. on Plan.	Parish.	Description of Roads.	Inclination.
5	Sampford Courtnay	Parish Road - -	1 in 11.
51	Sheepwash - -	Parish Road - -	1 in 10 on one Side, and level on the other.
75	Bradford - -	Parish Road - -	1 in 15.
42	Cookbury - -	Parish Road - -	1 in 15 on one Side, and level on the other.
91	Holsworthy - -	Parish Road - -	1 in 15.
21	Pyworthy - -	Parish Road - -	1 in 15.
42	Pancrasweek -	Parish Road - -	1 in 15.
93	Launcells - -	Parish Road - -	1 in 5 on one Side, and 1 in 7 on the other.
16	Stratton - -	Parish Road - -	1 in 8.
54	Stratton - -	Parish Road - -	1 in 8.
123	Stratton - -	Parish Road - -	1 in 10 on one Side, and level on the other.
171	Stratton - -	Parish Road - -	1 in 17 on one Side, and 1 in 30 on the other.
13	Langtree - -	Parish Road - -	1 in 10 on one Side, and level on the other.

Span of certain Bridges under Railway.

20. The Span of the Arches or Girders of the Bridges or Viaducts for carrying the Extension Railways over the Roads next herein-after mentioned

mentioned may be of the respective Dimensions mentioned in connexion with those Roads:

No. on Plan.	Parish.	Description of Road.	Span of Arch.
5	Sampford Courtnay -	Parish Road - -	12 Feet.
22	Sampford Courtnay -	Parish Road - -	20 Feet.
28	Jacobstowe - - -	Parish Road - -	15 Feet.
31	Hatherleigh - -	Parish Road - -	20 Feet.
15	Bradford - - -	Parish Road - -	15 Feet.
67	Bradford - - -	Parish Road - -	12 Feet.
31	Cookbury - - -	Parish Road - -	15 Feet.
42	Cookbury - - -	Parish Road - -	15 Feet.
45	Holsworthy - - -	Parish Road - -	12 Feet.
91	Holsworthy - - -	Parish Road - -	20 Feet.
123	Holsworthy - - -	Parish Road - -	12 Feet.
3	Pancrasweek - -	Parish Road - -	15 Feet.
25	Pancrasweek - -	Parish Road - -	12 Feet.
2	Launcells - - -	Parish Road - -	12 Feet.
67	Launcells - - -	Parish Road - -	12 Feet.
93	Launcells - - -	Parish Road - -	12 Feet.
26	Stratton - - -	Parish Road - -	15 Feet.
90	Stratton - - -	Parish Road - -	20 Feet.
123	Stratton - - -	Parish Road - -	15 Feet.
146*a*	Stratton - - -	Parish Road - -	12 Feet.
171	Stratton - - -	Parish Road - -	15 Feet.
51	Little Torrington - -	Parish Road - -	15 Feet.
82	Little Torrington - -	Parish Road - -	15 Feet.

Width of certain Bridges over Railway.

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

Number on Plan.	Parish.	Description of Road.	Width o Roadway.
14	Sampford Courtnay -	Parish Road - -	12 Feet.
15	Exbourne - - -	Parish Road - -	15 Feet.
46	Jacobstowe - - -	Parish Road - -	12 Feet.
9	Hatherleigh - -	Parish Road - -	15 Feet.
102	Hatherleigh - -	Parish Road - -	15 Feet.
51	Sheepwash - - -	Parish Road - -	15 Feet.
81	Sheepwash - - -	Parish Road - -	15 Feet.
94	Sheepwash - - -	Parish Road - -	15 Feet.
75	Bradford - - -	Parish Road - -	15 Feet.
8	Cookbury - - -	Public Road - -	15 Feet.
92	Cookbury - - -	Public Road - -	20 Feet.
79	Holsworthy - -	Public Road - -	20 Feet.
21	Pyworthy - - -	Public Road - -	15 Feet.
46	Pyworthy - - -	Public Road - -	15 Feet.

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Number on Plan.	Parish.	Description of Road.	Width of Roadway.
8	Pancrasweek - -	Public Road - -	12 Feet.
42	Pancrasweek - -	Public Road - -	15 Feet.
30	Launcells - - -	Public Road - -	12 Feet.
42	Launcells - - -	Public Road - -	15 Feet.
16	Stratton - - -	Public Road - -	12 Feet.
54	Stratton - - -	Public Road - -	15 Feet.
130	Stratton - - -	Public Road - -	12 Feet.
36	Meeth - - -	Turnpike Road -	20 Feet.
41	Petrockstow - -	Parish Road - -	20 Feet.
45	Merton - - -	Parish Road - -	15 Feet.
12	Little Torrington - -	Turnpike Road -	20 Feet.
13	Longtree - - -	Parish Road - -	15 Feet.
73	Little Torrington -	Parish Road - -	15 Feet.

As to Bridge over Bude Canal.

22. The Company shall not enter upon, take, or use any Land or Property belonging to the *Bude* Harbour and Canal Company, except such (if any) as may be required in constructing and repairing the Bridge for carrying the Railway No. 1. over the *Bude* Canal in the Parish of *Launcells* in the County of *Cornwall*, and the Railway No. 1. where it crosses the *Bude* Canal in the said Parish of *Launcells* shall be carried over the Waterway of the said Canal and the Towing-paths thereof by a Bridge having One Span and no more, and leaving a clear Headway of not less than Eight Feet above every Part of the said Waterway and Towing-paths, and the Company shall not in any Manner, permanently or temporarily, obstruct the Navigation of the said Canal nor the Supply of Water thereto; and if the Company shall obstruct such Navigation or Supply the Company shall pay to the *Bude* Harbour and Canal Company, as and for liquidated Damages, the Sum of Ten Pounds for every Day or Part of a Day during which such Obstruction shall be or continue.

Provision as to Torrington Extension of London and South-western Railway.

23. If a Bill now pending in Parliament, entitled "*South-western* (*North Devon*) Railway Act, 1865," pass into a Law, the following Provisions shall have effect:

(A.) The Railway (No. 3.) by this Act authorized shall be so laid out as regards both Line and Level, and so executed at and near its intended Terminus in the Parish of *Great Torrington*, as that it shall admit of a Junction being made between that Railway and the Railway authorized by "The *South-western* (*North Devon*) Railway Act, 1865," and such Junction shall (subject to the Provisions of Part I. of "The Railways Clauses Act, 1863,") be made by the Company accordingly:

(B.) Such Junction shall be made at such Point and in such Manner at or near the Terminal Station on the last-mentioned Railway in the Parish of *Great Torrington* as shall, within Six Months after the passing of this Act, be agreed upon by the respective Engineers of the Company and of the *London and South-western* Railway Company as the most fit and proper Point and Manner of Junction, having especial Regard therein to the Convenience of the Public and of the *London and South-western* Railway Company with reference to the Position and future working and Management of their Station there, and to the Provision of Means of free and uninterrupted Passage by Engines and Carriages to and from the Railways of the Company from and to the Railways of the *London and South-western* Railway Company; and if within that Period the respective Engineers shall not have agreed in the Premises, then the Point and Manner of Junction, and the Incidents thereof, shall be settled by an Engineer appointed in that Behalf, on the Application of either of the Companies interested, by the Board of Trade:

(C.) If the Company by this Act, and if the *London and South-western* Railway Company by "The *South-western* (*North Devon*) Railway Act, 1865," be, for the Purposes of the Railways and Works by those Acts respectively authorized, empowered to acquire and use the same Lands at or near the respective Termini of their respective Railways in *Great Torrington*, it shall not be lawful for the Company, without the Consent in Writing of the *London and South-western* Railway Company, to take, acquire, enter upon, or use any of those Lands which the *London and South-western* Railway Company shall, within Twelve Months after the passing of this Act, by Notice in Writing to the Company, indicate as necessary to be taken and acquired by the *London and South-western* Railway Company for the Purposes of their Terminal Station, and the Works and Conveniences connected therewith, or of their Railway in or to the Northward of that Station: Provided always, that if by any such Notice the *London and South-western* Railway Company indicate that they require to take and acquire for their Purposes any Lands which the Company deem unnecessary to be so taken and acquired by them, and the Companies do not agree in the Premises, the Difference shall be settled by an Engineer to be appointed in that Behalf, on the Application of either of the Companies interested, by the Board of Trade, and the Company shall be permitted to acquire or shall be restrained from acquiring those Lands,

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and either wholly or in part, as shall be decided by that Arbitrator; provided also, that if, within Three Months after Receipt of Notice from the *London and South-western* Railway Company, the Company do not apply in Writing to the Board of Trade for the Appointment of an Arbitrator in the Premises, it shall not be lawful for them thereafter, without the Consent in Writing of the *London and South-western* Railway Company, to take, acquire, enter upon, or use any Part of the Lands indicated in the Notice of that Company.

Gauge of Railways.

24. The Railways shall be made and maintained exclusively on the Narrow Gauge.

Period for Completion of Works.

25. The Extension Railways 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.

Bond for Completion of Railway.

26. 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 Twenty-eight thousand Pounds, being Eight *per Centum* upon Three hundred and fifty thousand Pounds, the Amount of the Estimate of the Expense of the Extension Railways, has been deposited with the Court of Chancery in *England* with respect to the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said last-recited Act, the said Sum 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 Railways, 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 Extension Railways 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

diately from and after the Expiration of that Period, be forfeited to Her Majesty, and be paid and 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 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 an Amount equal to the said deposited Sum, if the Company do not, within the Time by this Act limited for the Completion of the Extension Railways, either open the Extension Railways 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.

Confirmation of Heads of Arrangement in Schedule.

27. The Heads of Arrangement set forth in the Schedule to this Act are by this Act confirmed, and shall have full Effect according to the Terms and Intent thereof.

Agreements between Company and London and South-western Railway Company.

28. The Company on the one hand and the *London and South-western* Railway Company on the other hand, from Time to Time, if and when they respectively think fit, may enter into and carry into effect all such Agreements and Arrangements with respect to any of the Purposes in that Behalf by this Act authorized as they think fit, and the Agreements and Arrangements respectively may be for such Considerations and on such Terms and Conditions whatsoever as the contracting Companies think fit, and every such Agreement shall be a "Working Agreement" within the Meaning of Part III. (relating

The Okehampton Railway (Extensions to Bude and Torrington) Act, 1865.

(relating to Working Agreements) of "The Railways Clauses Act, 1863," incorporated with this Act.

Purposes of those Agreements.

29. The Purposes for which Agreements or Arrangements between the Company and the *London and South-western* Railway Company may be entered into, and carried into effect, comprise the following Purposes:

The maintaining, managing, working, and using by the contracting Companies, or either of them, of the Extension Railways or any Part thereof:

The Regulation, Conveyance, Management, and Transmission by the contracting Companies, or either of them, of the Traffic of the Extension Railways or any Part thereof:

The Supply and Maintenance by the contracting Companies, or either of them, of Engines, rolling and other Stock and Plant, for the Purposes of such Traffic:

The levying, fixing, and collecting by the contracting Companies, or either of them, and the Payment, Appropriation, and Distribution of the Tolls, Fares, and Charges, Receipts and Revenues, arising in respect of that Traffic:

The Employment by the contracting Companies, or either of them, of Officers and Servants for any of the Purposes of the respective Agreement:

The Sums or Considerations, whether annual or gross, to be payable by either of the contracting Companies to the other of them, for or on account of any of the Matters to which the respective Agreement relates.

During Continuance of Contract, Railway of contracting Companies to be considered Part of Railway.

30. During the Continuance of any Contract entered into under the Authority of this Act, in estimating the Amount of Tolls or Charges in respect of Traffic conveyed partly on the Extension Railways and partly on the *London and South-western* Railway for a less Distance than Four Miles, Tolls and Charges may only be charged as for Four Miles; and in respect of Passengers, for each Mile or Fraction of a Mile beyond Four Miles, Tolls and Charges as for One Mile only; and in respect of Animals, Minerals, and Goods, for every Quarter of a Mile, or Fraction of a Quarter of a Mile, beyond Four Miles, Tolls and Charges as for a Quarter of a Mile only; and no other Short-Distance Charge than for Four Miles shall be made for the Conveyance of Passengers, Animals, Minerals, and Goods, or other Matters partly on the Extension Railways and partly on the *London and South-western* Railway.

Saving the Rights of the Duchy of Cornwall.

31. Nothing contained in this Act, or in any Act or Acts incorporated herewith, or herein mentioned or referred to, shall extend to authorize

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

Interest not to be paid on Calls paid up.

32. 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.

33. 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 Houses 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.

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

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

35. 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.

SCHE-

The Okehampton Railway (Extensions to Bude and Torrington) Act, 1865.

SCHEDULE referred to in the foregoing Act.

HEADS OF ARRANGEMENT between the Okehampton Railway Company and the London and South-western Railway Company.

1. These Heads to be subject to the Sanction of Parliament.

2. The Okehampton Company to proceed in the present Session with their Bill No. 1. for Extensions of their Railway from Sampford Courtnay to Bude and to Great Torrington respectively, herein-after called "the Okehampton Extensions."

3. The South-western Company to proceed in the present Session with their Bill for an Extension of their Railway from Bideford to Great Torrington.

4. On the Faith of these Heads being carried into effect, each Company to afford all reasonable Assistance to the other in proceeding with those Applications to Parliament.

5. The Okehampton Company, if so authorized by Parliament, to make and complete each of the Okehampton Extensions as a Single Line of Railway on the Narrow Gauge exclusively, but with Land and over Bridges for a Double Line, with a Double Line at Stations and requisite passing Places, and with all proper and sufficient Works and Conveniences. The Land, Line, Stations, Works, and Conveniences to be at least as extensive, substantial, commodious, and complete in all respects as the same respectively are on the Railways from the South-western Company's Railway at Exeter to Exmouth.

6. The Okehampton Extensions to be maintained by the Contractors for Twelve Months after Completion, and the Contracts for the Works to provide for the same.

7. The Okehampton Extensions to be made and completed to the reasonable Satisfaction of William Robert Galbraith, Esq., the South-western Company's Engineer, and so as to be within the Period limited by Parliament for the opening thereof approved by the Government Inspector as fit to be opened for public Traffic.

8. The Okehampton Extension to Bude not to be opened for public Traffic before the Okehampton Extension to Torrington, unless the South-western Company's Extension from Bideford to Torrington shall be not then made and ready for opening,

9. The South-western Company, if so authorized by Parliament, to make and complete their Extension from Bideford to Torrington so as to be approved by the Government Inspector as fit to be opened for public Traffic not later than his Approval of the Okehampton Extension to Torrington.

10. From

10. From and after the opening for public Traffic of the Okehampton Extension to Bude and Torrington, the South-western Company to maintain (except during Twelve Months after Completion), man, stock, work, use, and manage the Parts of the Okehampton Extensions from Time to Time open for public Traffic, and so as properly to develop and accommodate the local and through Traffic of the District to be served thereby.

11. If and whenever, after the opening for public Traffic of any Part of the Okehampton Extensions, any Additions to the Stations, Works, or Conveniences thereof, or any Accommodation Works for neighbouring Landowners, are required for increased Traffic or public Safety, or under Parliamentary Obligations, the Additions when and as reasonably required by the South-western Company, to be made at the Expense of the Okehampton Company, and the Capital for the Purpose to be provided by them.

12. The Okehampton Company to pay Land Tax and other Rentcharges, and Government Duty on Passengers, and to apportion duly the Tithes and Rentcharges in lieu of Tithes.

13. During the working by them, the South-western Company to pay all Rates, Tithes, and Rentcharges in lieu of Tithes, and all other Tenants Charges and Outgoings in respect of the Okehampton Extensions, including all Expenses of Junctions and Signals thereat.

14. Forty-two and a Half per Cent. of the gross Receipts for all Traffic conveyed on the Okehampton Extensions to belong to the South-western Company for their Expenses of maintaining, managing, and working the Okehampton Extensions and Traffic thereon, and their Outgoings in respect thereof, and Fifty-seven and a Half per Cent. thereof to be paid to the Okehampton Company, free from all Deductions, except under the 20th Head.

15. The gross Receipts to include all Receipts for local Traffic, and the due Mileage Proportion in respect of the Okehampton Lines so worked, of all Through Fares, Rates, and Charges, less Terminals off those Lines.

16. The South-western Company to allow to the Okehampton Company a Rebate upon the South-western Company's Receipts in respect of all Through Traffic conveyed by the South-western Company to or from any of the Stations on the Okehampton Extensions from or to any of the Stations Eastward, and exclusive of Exeter on the South-western Company's System of Railways, the Rebate to be paid to the Okehampton Company, free from all Deductions, except under the 20th Head.

17. The Rebate never to exceed Three thousand Pounds for any One Year ending with December Thirty-first, or a proportionate Sum for any broken Year, and never in any Year to be more, if any, than is requisite, with the Okehampton Company's Fifty-seven and a Half per Cent. of the gross Receipts, to enable them to pay the Expenses, not exceeding Five hundred Pounds a Year, of the Direction and Management of their Affairs relating to the Okehampton Extensions, and the Interest on their Debenture Debt, and Four and a Half per Cent. Dividend for the Year on their paid-up Capital, and so in proportion for any broken Year.

18. The Debenture Debt and Capital referred to in the 17th Head to be respectively Debenture Debt not exceeding One hundred and sixteen thousand

six hundred Pounds, and the Interest thereon, not exceeding Five per Cent. per Annum, and Capital not exceeding Three hundred and Fifty thousand Pounds, that Debenture Debt and Capital being respectively borrowed and raised exclusively in respect of the Okehamption Extensions.

19. From and after the opening throughout for Traffic of the Okehampton Extensions, the Interest, not exceeding Five Pounds per Cent., on the Debenture Debt of the Okehampton Company referred to in the 17th Head, to be a First Charge on the gross Receipts of the South-western Company mentioned in the 14th Head, and to be paid thereout by the South-western Company, the same to be repaid to them at the End of the then current Half Year by the Okehampton Company, or retained by the South-western Company out of the Okehampton Company's Proportion of the gross Receipts from Time to Time, and out of the Rebate mentioned in the 16th and 17th Heads; and in case in any Half Year the Amount of the Okehampton Company's Proportion of the Receipts and of the Sum payable to them by way of Rebate shall be insufficient for the Purpose, the Amount of the Deficiency shall be repaid by the Okehampton Company out of their general Funds, with Interest thereon at Five Pounds per Cent. per Annum, and until full Payment thereof, with Interest at that Rate, shall be a Charge on all Monies from Time to Time payable to the Okehampton Company by the South-western Company in any subsequent Half Year.

20. In order to keep the Interest on the Okehampton Company's Debenture Debt for the Okehampton Extensions as low as can be, the Okehampton Company not to issue any Debenture without first offering to the South-western Company the Option of procuring the Loan to the Okehampton Company.

21. The Payments to be made under these Heads by the South-western Company to or for the Okehampton Company to be made at the Times requisite for enabling the Interest on the Debenture Debt and the Okehampton Company's Outgoings and Expenses and the Dividends on Capital to be paid half-yearly.

22. The Two Companies respectively to keep all proper Accounts and Vouchers, and to afford to each other proper Facilities for the Inspection and Transcription thereof, and to render to each other, and vouch, when required, half-yearly Statements and Balance Sheets.

23. The South-western Company to be at liberty at any Time to commute the Payments and Allowances to be made by them to or for the Okehampton Company, by adopting all their Charges against Capital and Revenue in respect of the Okehampton Extensions, and their Debenture Debt not exceeding One hundred and sixteen thousand six hundred Pounds in respect thereof, and issuing to their Shareholders Four-and-a-Half per Cent. Stock, or, at the Option of those Shareholders, Ordinary Stock of the South-western Company equal in nominal Amount to the paid-up Capital, not exceeding Three hundred and fifty thousand Pounds, for the Okehampton Extensions.

24. The Okehampton Company, at the Request and Expense of the South-western Company, to assent to and support such Applications to Parliament as the South-western Company require for giving full legal Validity to the Commutation and its Incidents and Consequences.

25. These Heads to be without Prejudice to any other Agreement between the Two Companies.

26. The South-western Company to be at liberty, at any Time after the opening for public Traffic of the Okehampton Extensions, and the other now authorized Railways of the Okehampton Company Northward of and including Okehampton and their Station there, to apply to Parliament for the Amalgamation of the same with the South-western Company's System of Railways on such Terms as shall have been mutually agreed on between the Two Companies, and the Okehampton Company, at the Request and Expense of the South-western Company, to assent to and support every such Application to Parliament.

27. A formal Agreement in Detail for carrying into effect these Heads, with such Modifications (if any) thereof, not inconsistent with the Spirit thereof, as the Two Companies mutually agree on, and with all proper and sufficient incidental and consequential Provisions, including Provisions for the Settlement of all Differences between the Two Companies by a single Arbitrator under the "Railway Companies Arbitration Act, 1859," to be settled by John Bullar, Esquire, on behalf of both Parties, and to be executed by them under their Common Seals, and to bind both.

28. In consideration of the preceding Terms and Conditions the Two Companies respectively not to oppose, directly or indirectly, their respective Applications to Parliament referred to in the Second and Third Heads, and the Okehampton Company not directly or indirectly to enter into any Agreement or Arrangement with respect to any of their authorized or proposed Railway Northward of Okehampton, without in every Case the previous Consent of the South-western Company in Writing under their Common Seal.

29. All Questions as to the Construction, Incidents, or Consequences of any of these Heads to be determined on behalf of both Parties by Thomas Elliott Harrison, Esquire.

Dated this Twenty-seventh Day of March One thousand eight hundred and sixty-five.

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